

In the Matter of Major Corruption Offenses under the:

TENNIS ANTI-CORRUPTION PROGRAM

(hereinafter the “TACP”)

Thomas Setodji,

(hereinafter the “Player or Covered Person”)

- and -

International Tennis Integrity Agency

(hereinafter the “ITIA”)

Representing the Player:

Mr. Yazid Benmeriem

Representing the ITIA:

Mr. Mathieu Baert

Ms. Fien Schreurs

Anti-Corruption Hearing Officer
Tennis Anti-Corruption Program

Professor Richard H. McLaren, O.C.
(hereinafter “AHO”)

AWARD OF THE AHO

PARTIES

1. The International Tennis Integrity Agency¹ (“ITIA”) is the successor to the Tennis Integrity Unit (“TIU”). The ITIA took over responsibility for enforcing the Tennis Anti-Corruption Program (the “TACP”) from the TIU on 1 January 2022. The ITIA is an operationally independent body established in 2021 by International Governing Bodies of Tennis to promote, encourage, enhance, and safeguard the integrity of professional tennis worldwide. They have the responsibility to administer the TACP for Governing Bodies of tennis through the Tennis Integrity Supervisory Board (“SB”).
2. Thomas Setodji is a French professional tennis player with a career high ATP Singles Ranking of 794 in 2024, and an ITF Singles Ranking of 921 in 2020. The Player is currently active as both a player and a coach. At the time of writing the Interim Decision his most recent competition was in the Doubles category at the Davis Cup (World Group II) between 14 and 15 September 2024 where he represented Togo.
3. Professor Richard H. McLaren, O.C. holds an appointment as an Anti-Corruption Hearing Officer (the “AHO”) under Section F.1.a of the 2024 TACP and is the Chair of the Panel of AHO’s. No party made any objection to the AHO being an independent, impartial, and neutral adjudicator to render a determination in this case.

¹ All capitalised words take their meaning from the definitions in the TACP or, defined in the text of this Decision; or, required by proper English grammar.

CHARGES

4. The Charges against the Player pertain to alleged breaches of the Tennis Anti-Corruption Program (“**TACP**”) in 2017 and 2018. There are three alleged breaches of Section D.1.d of the 2017 TACP by the Player involving contriving or attempting to contrive the outcome and/or an aspect of an Event. There are three alleged breaches of Section D.1.b of the 2017 TACP and one breach of the same Section of the 2018 TACP for soliciting or facilitating other persons to wager on the outcome or any other aspect of an Event. It is also submitted that there were three alleged breaches of Section D.2.a.i. of the 2017 TACP and one breach of the same provision under the 2018 TACP.

JURISDICTION AND APPLICABLE LAW

5. The applicable TACP will be the one in force at the time of the relevant alleged conduct in 2017 and 2018. See Section K.5. of the 2024 TACP. In accordance with Section K.6. of that TACP the procedural aspect of this proceeding is governed by the TACP in the year the Charges were brought (2024).
6. Section K.2. of the 2024 TACP provides subsidiarily to the provisions of the TACP itself 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.
7. At the time of the alleged breaches Mr. Setodji was a Player and a Covered Person as defined in Sections B.27 and B.10. The consequence is that the Player was 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 pursuant to sections C.1 and C.3.

8. For a player to compete in ITF tournaments they must register to obtain an IPIN which also 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 so doing the Player agreed to abide by (amongst other matters) the TACP.
9. The Tennis Integrity Protection Programme (TIPP) forms an integral part of the IPIN registration and renewal process. The TIPP is an online educational tool to assist the viewer in understanding the responsibilities under the TACP. On acceptance of the PWS a person is directed to the TIPP course and questionnaire. The TIPP courses familiarise a person with the obligations of the TACP and gives 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 completion of the TIPP on several occasions most recently 26 June 2023. Section C.4 of the TACP provides that on completion of the procedure a Player has a positive duty to be knowledgeable of all provisions of the TACP.
10. 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

11. On 15 July 2024, the ITIA sent a Notice of Major Offense (“***the Notice***”) to the Player pursuant to Section G.1.a of the TACP 2024. The Notice of Major Offense informed the Player that he was being charged with 11 alleged breaches of the 2017 and/or 2018 TACP in relation to 5 charges in these proceedings (“***the Charges***”).
12. The Player gave notification by e-mail on 28 July 2024 that he wished to defend his case through a hearing. Professor Richard H. McLaren was appointed as AHO.
13. On 23 September 2024, a Pre-Hearing Conference Call occurred. All parties were present during the call. Procedural Order #1 was circulated. The AHO bifurcated the preliminary matters raised on the call regarding jurisdiction and arbitrability from the merits procedure. The Player submitted objections to the procedure on 30 September 2024. All written submissions were completed on 16 October 2024 in accordance with the AHO’s directions.
14. Issues heard at the Preliminary stage included jurisdiction, applicable law, burden and standard of proof, evaluation of evidence and the Player’s objections regarding the seizure and download of his mobile phone and the ITIA interviews during the preliminary proceedings.
15. An interim preliminary decision (**Preliminary Decision**) was issued on 6 November 2024 dismissing a wide-ranging set of preliminary issues raised by the Covered Person. It was determined that no preliminary matters existed that would prevent this matter from proceeding to a Hearing on the merits. All preliminary objections raised by the Covered Person were rejected.

16. On 28 November 2024, a second Pre-Hearing Conference Call occurred at which all parties were present. The parties agreed to a procedural timetable and Procedural Order #2 was issued. Pursuant to this order the ITIA was required to disclose all documents on which it sought to rely or were otherwise relevant, its witness list and their witness statements by 20 December 2024.
17. At the Hearing in February 2025, the ITIA submitted that one preliminary matter not dealt with in the Preliminary Decision remained. That matter related to the alleged selective use by the ITIA, of the available Belgian and French Investigations evidence.
18. There are no French criminal proceedings against the Covered Person. The entirety of the criminal investigation police reports were produced to the Player's lawyer by the ITIA. The lawyer for the Player asserts the ITIA had the opportunity to exploit the file for a long time making the procedure unfair under the European Convention on Human Rights ("ECHR") Article 6. Most of that Article relates to criminal matters and is not part of a sport disciplinary procedure. It cannot be said that this procedure is unfair based upon the submission.
19. There were no specific points of 'cherry picking' evidence as asserted in a general fashion without specifics by counsel for the Covered Person. Furthermore, the ITIA counsel provided all specific reports and materials requested by counsel for the Covered Person. There were no examples put forward to establish the proposition other than as an assertion by counsel. The AHO rejects the assertion of selective use of the information provided.
20. Finally there is an objection to the witness evidence being credible in the French Investigation. There are quotes in the ITIA submission from evidence

related to two French tennis players' version of the facts. It was alleged that the two players' statements are contradictory without reference to specific contradictions. The submission cannot be accepted without specifics. The AHO can rely on their evidence but more than their evidence will be required to implicate the Covered Person. Their evidence standing alone will not be considered sufficient to implicate the Covered Person but can otherwise be referenced as material.

BACKGROUND

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

BELGIAN/FRENCH INVESTIGATIONS

22. 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 Investigation and initiated their own investigation into several implicated French players.
23. The Belgian and French Investigations revealed that at the centre of the criminal gang was an organisational leader named Grigor Sargsyan ("***GS***") who admitted the modus operandi of the corruption scheme of an Armenian-Belgian criminal network of which GS was in charge. The existence

of the widescale corruption and specifics of the scheme have been confirmed by the decisions of AHOs and CAS Panels.²

24. 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 authorities granted the ITIA access to transcripts of interviews, forensic downloads of mobile 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 work on the provided data was described in the witness statement and Hearing testimony of Glen Shackel an Intelligence Analyst of the ITIA.
25. The ITIA prepared a timeline of all pertinent exchanges of messages and other documents related to Mr. Setodji. The ITIA also compiled a supplementary document containing all images referenced in the timeline. The witness statement of ITIA investigator Shackel describes the timeline. The timeline demonstrates that GS and the network’s interest in Mr. Setodji’s matches was extensive.
26. The methodology employed by GS and his network to bribe tennis players and fix matches is set out in the witness statement and Hearing testimony of ITIA investigator John Nolan. Belgian investigators determined that GS had an international network comprising more than 181 professional tennis players with whom he established personal and/or telephone contacts. Several of the tennis players confirmed that they cooperated with GS.

² *PTIOS v. Hossam* CAS 2020/A/7129 at paras. 32-34; *Hossam v. PTIOS* CAS 2020/A/7130. See also: CAS 2021/A/8531 *Khali, Mesbahi and Kilani v. ITIA*; CAS 2021/A/975 *Franco Feitt v. PTIO*; CAS 2020/A/7596 *Aleksandrina Naydenova v. ITIA*; and AHO McLaren, *ITIA v. Baptiste Crepatte*.

27. 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.
- a. **Match Selection:** GS would continuously scan the internet online betting markets for matches to corrupt and, for which the sportsbooks are providing betting odds.
 - b. **Player Involvement:** Having identified potential matches, GS or his accomplices 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.
 - c. **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 Belgium individuals operating throughout numerous countries.
 - d. **Payment:** After the fix, GS arranged payments to players through MoneyGram, Western Union, Skrill, Neteller, or in-person cash meetings.
28. 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 planning to manipulate them.

Modus Operandi of GS

29. GS's method of operation provides the context to the match-fixing offenses committed by the Covered Person.

(i) How the betting was organised

30. 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.
31. 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 accumulations on multiple matches. GS also maintained direct contact with at least one player involved in the fixed match.
32. 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.
33. The investigation into Neteller uncovered lists of financial transactions linked to GS's 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

34. 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. The number of the Covered Person was saved as “Seto.fr” or “Seto.ngn”.
- Communicated through Telegram, an app that encrypts most conversations and automatically deletes the communication after a certain period of time. When Telegram was not working communications were sent via WhatsApp or other means. One conversation was dated 23 October 2017 containing a conversation between the Covered Person and GS.
- Engaged a select group of tennis players 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

35. GS and AM used various methods to pay players including cash for those living in France, Belgium, Spain, or Italy. Some tennis players confirmed to French Investigators that money was transferred both electronically and in cash. The Belgian Investigation found that money transfer offices such as Western Union or MoneyGram, or via internet apps such as Skrill and Neteller, were used mostly for tennis players living further abroad from GS.
36. 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, and to accounts used for betting on tennis games. Western European tennis players were paid in cash. The size of the foregoing recorded payments provides insight into the likely scale of cash payments.

Paying French tennis players in cash frequently occurred at the Gare du Nord in Paris. No money payments were discovered between the Player and GS.

(iv) Oudenaarde Criminal Court Judgement of 30 June 2023

37. The court found GS guilty of leading a criminal organization, 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.
38. 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

39. The ITIA submitted that the Player engaged in match-fixing during 3 tennis matches that occurred in 2017 and one in 2018, totaling 11 breaches of the TACP and 5 charges. The alleged charges comprised the following:
 - a. Three alleged breaches of section D.1.d of the 2017 TACP by contriving or attempting to contrive the outcome and/or an aspect of an Event;*
 - b. Three alleged breaches of section D.1.b of the 2017 TACP and one in 2018 TACP by soliciting or facilitating other persons to wager on the outcome or any other aspects of an Event;*

c. Three alleged breaches of section D.2.a.i of the 2017 TACP and one breach in 2018 TACP by failing to report the approaches made to him by an organized criminal network to contrive aspects of the Events;

(a) General Evidence

40. The ITIA's submission is mainly based on the following sources of evidence:
- a. Evidence obtained by the ITIA from the Belgian authorities due to the Belgian criminal investigation ("the Belgian Investigation") into widespread corruption networks in professional tennis.
 - b. Evidence obtained by the ITIA from the Belgian authorities due to the French criminal investigation in cooperation with the Belgian authorities ("the French Investigation"). In the framework of the French Investigation, the Player was interviewed three times on 12 and 13 March 2018 by the French authorities.
 - c. The ITIA also conducted their own interview of the Player on 17 April 2018 and on that day his mobile phone was seized and investigated.
41. The ITIA raised general evidence on the Player's involvement in GS' criminal network. It is submitted that the evidence supported the following:
- a. The Belgian investigators linked the Player to GS.
 - b. The Player was detained and interrogated by the French police and acknowledged a relationship with GS.
 - c. Two French tennis players involved with GS, Mick Lescure and Jules Okala, confirmed the Player's involvement in match fixing.
 - d. The criminal file revealed that Mr. Lescure and Mr. Okala were mediating between the Player and GS.
 - e. The Player's phone number was saved in the notes and as a contact in the phone of GS.
 - f. The Player was communicating and meeting with GS.
 - g. GS' notes indicate that the Player received money from GS.

h. GS showed interest in more than 4 of the charged matches.

(b) Match Specific Charges

Match 1 on [REDACTED] July 2017, [REDACTED] [REDACTED] Men's [REDACTED] SETODJI v [REDACTED] ("Match 1")

42. The ITIA submits that it is more likely than not that an agreement existed between the Player, likely through Mr. Lescure, and GS to manipulate the match by ensuring its loss in exchange for EUR 1,500. As a result, The ITIA submits that the Player contrived the outcome of Match 1 in breach of Section D.1.d (and/or in breach of D.1.b) of the 2017 TACP. Additionally, the Player failed to report the corrupt approach made to him as required by Section D.2.a.i of the 2017 TACP.

Match 2 on [REDACTED] August 2017, [REDACTED] [REDACTED] Men's [REDACTED] [REDACTED] v SETODJI [REDACTED] ("Match 2")

43. The ITIA submits that it is more likely than not that an agreement existed between the Player, likely through Mr. Lescure, and GS to manipulate aspects of Match 2 in exchange for EUR 1,000. As a result, The ITIA submits that the Player contrived the outcome or an aspect of Match 2 in breach of Section D.1.d (and/or in breach of D.1.b) of the 2017 TACP. Additionally, the Player failed to report the corrupt approach made to him as required by Section D.2.a.i of the 2017 TACP.

Match 3 on [REDACTED] September 2017, [REDACTED] [REDACTED] [REDACTED] Men's [REDACTED] v SETODJI ("Match 3")

44. The ITIA submits that it is more likely than not that an agreement existed between the Player and GS to manipulate aspects of the match. As a result, the ITIA submits that the Player contrived the outcome or an aspect of Match 3 in breach of Section D.1.d (and/or in breach of D.1.b) of the 2017 TACP. Additionally, the Player failed to report the corrupt approach made to him as required by Section D.2.a.i of the 2017 TACP.

Match 4 on [REDACTED] May 2018, [REDACTED] [REDACTED] Men's [REDACTED] SETODJI v [REDACTED] ("Match 4")

45. In this match the Player approached GS regarding a potential fix. The evidence includes a conversation between the two in which GS made a proposal to the Player to which the Player ultimately rejected. The Player then made a counterproposal to GS to win the match and to retire if he began to lose. GS rejected the proposal. As a result, The ITIA submits that the Player solicited GS to wager on the outcome of Match 4 in breach of section D.1.b of the 2018 TACP. Additionally, the Player failed to report the corrupt approach made to him as per section D.2.a.i of the 2018 TACP.

(C) Proposed Sanction

46. The ITIA submitted that using the Sanctioning Guidelines, it is reasonable and proportionate that the Player be ordered to serve a 10-year ban from tennis, there being no mitigating factors, pay a fine of \$20,000, and repay corrupt payments of an amount of EUR 5,500 (or US \$5,702.19).

(ii) The Covered Person Submissions

(a) The ITIA's Case & Evidence Against the Player

47. The Player had objected to the AHO's jurisdiction over this matter but it was found that no preliminary matter existed to prevent the AHO from hearing the merits of this case.
48. On the merits the Player submits that the ITIA was selective about which evidence it considered and presented from the Belgian and French police investigations. They have had the opportunity to explore and exploit the file for a long time. It is submitted that this gives the ITIA an unfair advantage. Two CAS decisions are referenced to support the assertion. *Mitjana v. ITIA CAS 2024/A/10295*; *ITIA v. Mitjana CAS 2024/A/10313*; and *Crepatte v. ITIA decision of AHO McLaren 19 April 2023*. The credibility of the witness evidence to the French police is challenged. The ITIA quotes portions of Mr. Lescure and Mr. Okala's depositions to support their version of the facts but their statements are contradictory. The Player remains unaware about the outcome of any French criminal proceedings except for the fact that the authorities have not brought criminal proceedings against him.
49. It is submitted that the ITIA only produced the evidence that it believed would prove its case against the Player. Therefore the Player does not know how much information the ITIA received regarding the two criminal proceedings and whether the ITIA is using part or all of the information which it received in the present matter.
50. The ITIA is attempting to prove the Player's guilt by asserting that he is liable for violations beyond those concerning the four matches.
51. The ITIA's proceedings involve unfair methods that run afoul to Article 6 of the ECHR concerning the right to a fair trial. The assertions that the Player was in direct contact with Mr. Sargsyan using four different telephone lines

and that Mr. Lescure and Mr. Okala were intermediaries are not cumulatively possible.

52. The following comments on the strength and quality of the evidence of the ITIA were asserted:
- a.* It was possible that individuals pretended to speak as and/or on behalf of the Player to Mr. Sargsyan.
 - b.* The Belgian investigation does not preclude a finding that the phone numbers could belong to other people claiming to be intermediaries between the Player and Mr. Sargsyan.
 - c.* None of the conversations other than those conducted with the Player's official phone number can be attributed to him.
 - d.* The ITIA relies on indirect evidence including GS's notes and it cannot be ruled out that GS paid individuals claiming to be the Player but not the Player himself.
 - e.* Mr. Okala never contacted the Player yet he stated to have been asked by GS to offer the Player money and subsequently claim that the Player refused to accept payment .
 - f.* The ITIA asserts that players who participated in GS's corruption were paid. Yet the ITIA has not evidenced that the Player benefitted from any remuneration from any of the listed Matches 1 through 4.
53. The Player maintains that he has only one phone number contrary to the ITIA's claim that the Belgian criminal investigation indicated that the Player had other phone numbers which were found in GS's phone.
54. The Player's relationship with GS and their interactions occurred solely with a view to obtaining sponsorship contracts. The Player did not act as an intermediary to organise fixing matches nor was he involved in such a scheme personally or as a facilitator for GS with other tennis players.

55. In asserting that any relationship between GS and a tennis player is motivated by and leads to acts of match fixing and corruption, the ITIA relied on Exhibit G3 which contains a list of persons identified by the Belgian police including the Player. The aforementioned list is part of a larger document containing a statement that not all of the listed players partook in match-fixing, which the ITIA ignored.
56. The police interview of the Player investigated his sources of income, had access to his bank accounts and assessed his assets and lifestyle, but nothing suspicious was found.

(b) **Match 1** of [REDACTED] July 2017, [REDACTED] [REDACTED] Men's [REDACTED] SETODJI v [REDACTED] ("Match 1")

57. The ITIA's evidence is unreliable in its supposition that Match 1 was fixed by the Player. The Player is not responsible for exchanges about Match 1.
58. The ITIA claims that Mr. Lescure facilitated a meeting with Mr. Sargsyan about Match 1, however the excerpt from the conversation from Mr. Lescure and GS does not discuss details of Match 1 specifically.
59. The Player and his tennis partner were against a stronger team and their loss was neither inconsistent nor abnormal given the parties' past playing records.
60. There were no inconsistencies or alerts during Match 1.

(c) **Match 2** of [REDACTED] August 2017, [REDACTED] [REDACTED] Men's [REDACTED] v SETODJI [REDACTED] ("Match 2")

61. The ITIA's evidence is unreliable in its supposition that Match 2 was fixed by the Player.
62. The ITIA asserts that Mr. Lescure made an arrangement with Mr. Sargsyan about Match 2. The Player's Match 2 tennis partner, Mr. ██████ testified that he did not notice anything strange or unusual during Match 2.
63. The Player is not responsible for exchanges that may have occurred regarding Match 2. The exchanges upon which the ITIA relies upon regarding Match 2 run contrary to their assertions of match fixing.
64. It has not been proven that the Player received payment for fixing Match 2 nor were there alerts or inconsistencies in the course of Match 2.

*(d) Match 3 of █████ September 2017, █████ █████ Men's █████
v SETODJI ("Match 3")*

65. The ITIA's evidence is unreliable in its supposition that Match 3 was fixed by the Player. The Player did not partake in discussions about Match 3.
66. The Player's victory in Match 3 was consistent with the players' performances and rankings and was predictable.
67. It has not been proven that the Player received payment for the result of Match 3 nor were there alerts or inconsistencies in the course of Match 3.

*(e) Match 4 of █████ May 2018, █████ █████ Men's █████ SETODJI
v █████ ("Match 4")*

68. The ITIA's evidence is unreliable in its supposition that Match 4 was fixed by the Player. The Player denies having used any phone number other than his personal telephone number.
69. It is possible that another individual claiming to be acting on the Player's behalf contacted Mr. Sargsyan from the secondary phone number.
70. There is no proof that the Player received payments connected to Match 4's results.

(iii) ITIA Reply to Player's submissions

71. On 24 January 2025, the ITIA submitted its reply to the Player's submissions on the merits.

(a) Procedural Arguments

72. In response to the Player's submission that the ITIA has failed to adduce direct evidence concerning the matches in question, the ITIA emphasises the precedents from *CAS 2024/A/10295//10313 Leny Mitjana v. ITIA* and *CAS 2021/A/8531 Mohamed Zakaria Khalil & Soufiane El Mesbahi & Yassir Kilan v. ITIA*, that under the TACP, a Corruption Offense can be established solely on circumstantial evidence.

b) Arguments related to general evidence implicating the player

73. The Player submitted that statements made by individuals who are subject to prosecution themselves are not reliable. The ITIA submits that while they

may not be sufficient to implicate the Player, they ought to be considered in light of all the evidence at hand.

74. The Player asserts that there is no evidence that he used any other telephone number than the one he disclosed. The ITIA submits it is more than likely that the Player had multiple numbers based on the evidence that GS had multiple numbers in his phone saved with the Player's name.
75. In response to the Player's submission that his communications with GS were limited to discussions about a sponsorship contract, the ITIA submits that the Player has failed to produce any evidence supporting his claim of sponsorship discussions.
76. In response to the Player's submission that the ITIA failed to produce any document showing a payment from GS to the Player, the ITIA submits that they do not need direct evidence and that circumstantial evidence proves more likely than not that the Player received payments.

(c) Arguments related to the Four Charged Matches

77. The arguments regarding the four matches are very limited. The ITIA submits that the Player provided no explanation for why GS saved screenshots of each match and gave instructions to his accomplices on how to bet on them.
78. The ITIA maintains its evidence demonstrating the matches were manipulated and refers to the points already made in their initial merit submissions.

(iv) The Player's reply

a) Objections to ITIA's use of the Belgian Criminal File

79. The Player again reiterated objections to the ITIA's reliance on the Belgian criminal file. All prior arguments regarding these alleged violations of the ECHR continue to be maintained.
80. The Player submits that there is no reason he should not have access to confidential information from the criminal file that could potentially help him prove his case. Specifically, the Player wants information on all the other 180 players implicated by the criminal file.

b) Objections to Statements selected and used by the ITIA

81. The Player raises numerous questions regarding the statements of GS to which the ITIA relies. Specifically, the Player is interested in certain aspects of how GS was interrogated. The Player submits that there is no possible answer to his numerous questions without full access to the entire Belgian criminal file.
82. The Player also submits that the statement of Mr Okala is devoid of any evidence that implicates him.

c) Objections to references to the case of Baptiste Crepatte v ITIA (AHO McLaren decision 19 April 2024)

83. The Player objects to the ITIA's reliance on this case for showing how a similar number of documents from the criminal investigations was used. The Player submits that just because the ITIA was found to have acted in good faith in that proceeding with regards to their selection of documents does not mean

that they did the same in the present matter. It is further submitted that the case is distinguishable from the present matter on the basis that Mr Crepatte was charged with far more breaches of the TACP.

d) Objections to references to the case of CAS 2024/A/10295//10313 Leny Mitjana v. ITIA

84. It is submitted that the ITIA's reliance on this case as being analogous to the present matter is unfounded. The Player alleges that they know nothing of the case other than what the ITIA decides to tell them.
85. The Player submits that they have no information on what information from the criminal file was drawn in the case against Mr Mitjana. The Player also submits that they know nothing of the documents that the ITIA submitted to CAS for proceedings of that matter.

DECISION

86. The evidence in this matter, aside from the live testimony at the Hearing, comes from three sources. There is the Belgian Investigation information including the download of the phone of GS. Then, the French Investigation which centred on the request for a European Investigation Order and the questioning of French nationals, who were professional tennis players implicated in the findings of the Belgian Investigation of a criminal organisation. Finally, there is information arising from the ITIA investigator interview of the Covered Person in 2018 and the data from the download of the personal phone.
87. Underpinning much of the evidence and arguments raised by ITIA, is the reliance on the phone numbers alleged to be used by the Covered Person but denied as belonging to or being used by him. This issue requires resolution before examining any of the evidence which relies on phones as circumstantial evidence. Next, on resolution of the phone evidence, it will be necessary to do an analysis of the relationship between the Covered Person and GS. Once again, evidence which relies on the relationship is dependent on the appropriate characterisation of the relationship of the two persons. Based on the factual findings of the two foregoing threshold issues; then, the remaining issues in the case will be discussed.

(i) Can certain phone numbers be attributed to the Covered Person?

88. The Covered Person acknowledged to the French police while being questioned in custody at the police station that the phone with the number of [REDACTED] was the only phone that he had, or used, throughout the Belgian Investigation period (referred to herein as “personal phone” or “phone #67”). The PIN code of phone #67 was voluntarily provided to the

French authorities for searching purposes. The Player states in his testimony at the Hearing “... my principle is that I am innocent. I have nothing to hide. I prefer to play the card of transparency, honesty to be totally sincere about that.”

89. One GS mobile phone³ identified in the Belgian Investigation, an iPhone 7 with IMEI [REDACTED] and number [REDACTED] had the admitted personal phone number ending in 67 saved as ‘SETO.FR’. There were 3 other numbers saved under the name Setodji or with abbreviation “SETO’. The numbers were:

[REDACTED] **French** (“phone ending with 55”) saved as SETODJI;
[REDACTED] **Netherlands** (“phone ending with 83”) saved as SETO. NGN;
[REDACTED] **Nigeria** (“phone ending with 26”) saved as SETO.NGN.

A different GS mobile phone, a white iPhone X with IMEI [REDACTED] and number [REDACTED] had the same three above phone numbers saved as Seto. The numbers were saved as a normal number, as a WhatsApp contact and as a Telegram contact. The Belgian Investigation attributed these numbers to the Covered Person. The suffixes like “ngn” refer to the prefix country code of the saved number and its sim card, for this example Nigeria; whereas the suffix like “fr.” refers to France which is the country of origin of the Covered Person.

90. Do the above three phone numbers belong to, or were phones with the above three numbers used by, the Covered Person? The Player in cross-examination adamantly denies and confirms that these numbers, other than his own personal number, are phone numbers not belonging to him or used by him. The Player only admits to having the personal phone ending in #67

³ The Belgian Investigation concluded that GS had 4 mobile phones.

throughout the period. The Player has no idea why GS has phone numbers saved with nicknames as Setodji and explains some of the wording as being a big coincidence when it refers to going to Tunisia. That explanation is unacceptable. On 5 November the contact in GS' phone "Setodji" wrote GS stating that he would be going to Tunisia on 6 November. In fact, the Covered Person was in Tunisia on 6 November and played there in a tournament for Match #3. No imposter would have known to say what was written to GS.

91. The Belgian Investigation in a search of a home of GS found a handwritten notebook containing tennis players names. The relevant material is set out:

locy : 

The number ending in 67 is the personal phone along with two other handwritten by GS phone numbers under the partial name of Setodji. Therefore, phones #26 and #83 show up in two mobile phones of GS.

92. The Player's counsel submitted that the Belgian Investigation does not preclude a finding that the phone numbers could belong to others claiming to be intermediaries between the Player and GS. Indeed, the Player in his live testimony suggests there were imposters using the numbers ending in #83 and #26. It was submitted in argument that there exists the possibility of others pretending to speak with GS as if they were the Player.
93. The notebook document coming from the personal records of GS suggests that there was use of the undisclosed phone numbers by the Covered Person, otherwise they would not be in GS's personal notes of numbers for

various tennis players. The personal phone is admitted to by the Covered Person. Why are the other two numbers also listed?

94. The Mitjana case⁴ is instructive on the foregoing question. The case shows the same pattern and methodology making up the modus operandi of GS involving another tennis player, Leny Mitjana. The CAS Panel in that case considered that one number was the disclosed number for Leny and the other undisclosed number was the attributed number of the same person. That case reveals the method of operation of GS and how the notes in his notebook worked. Is it justified to attribute the undisclosed numbers in this case as being attributable to the Covered Person who strongly denies he had anything to do with the phone numbers ending in #26 and #83?
95. The full police report identifies numbers on a GS phone and the same disclosed number is saved as “SetoP.fr”. The evidence indicates that “P” stands for personal phone. The two undisclosed phone numbers in the police report are the same as those in the handwritten notes of GS listed as “Seto.fr”, but no “P”. Therefore, the evidence is a handwritten note of GS with two numbers and the admitted personal phone in two different mobile phones of GS analysed by the Belgian Police.
96. There is a fourth phone number ending with 55 which sheds some light on the foregoing. That number, + [REDACTED] phone #55 was found in the ITIA investigation interview and download of the Covered Person’s personal phone in April of 2018. This ITIA download and analysis revealed a deleted number in the admitted personal phone of the Player. The same phone number #55 is also in one of the phones listed by GS with designations indicating it was a contact number for the Covered Person.

⁴ CAS 2024/A/10295 Leny Mitjana v. ITIA.

97. The details in Match #4 also shed some light on the phone numbers' evidence. The Covered Person was to play, in May 2018, a doubles match in Romania. GS was communicating with someone using the phone number #55. There is uncovered communication on WhatsApp. It reveals on 5 November 2017 there is mention of travel to Tunisia the following day. The ITF Tennis website indicates the Covered Person was to play the following day in Tunisia in an F34 Tournament.
98. There is a conversation with the #55 number. Stating "Hello write me on tele I'm going to Tunisia [tomorrow]. the Covered Person explains it is his opinion that it is an imposter speaking to GS. In fact, we know that the Covered Person did go to Tunisia on the very day in question and played in a tennis tournament. It is highly improbable or extremely coincidental that an imposter would reference Tunisia in conversation with GS and then the actual movement of the Player would bear out the trip to Tunisia.
99. The Player asserts that he has no idea why GS has phone numbers saved as Setodji and explains some of the wording as being a big coincidence when it refers to going to Tunisia when, in fact, he did go there for a match. The inability to provide any explanations of the foregoing leads to the following inference from the circumstantial evidence.
100. The Covered Person admitted during the ITIA investigation that he met with GS on multiple occasions following GS's initial approach. On the Player's phone seized by the ITIA, the Player had a Note dated 20/03/2018 and had the text "*Maes-2k*" The ITIA submits that "Maes" refers to Maestro and therefore GS, because the Player referred to Maestro as Maes in a separate conversation with his girlfriend. He told the police investigators he only knew GS by "Gregory" and "Greg" and not other names including "Maestro". Therefore, he lied to the police.

101. In live Hearing testimony of the girlfriend of the Covered Person, she testifies that there was a cousin of the Covered Person playing football in the Romanian capital. The fact that the phone numbers appear in the personal notebook of GS beside the Covered Person's name and the same numbers are in two mobile phones of GS coupled with the live testimony of the girlfriend leads to the following conclusion. When all the circumstantial evidence is examined as a whole, it can be said that the phones with the numbers ending in #55, #83 and #26 were more likely than not at least used by the Covered Person contrary to his denial. All the evidence suggests that these phone numbers are more likely than not undisclosed numbers of phones connected to the Covered Person and being used by him. The inference may be drawn that the evidence shows that it is more likely than not that the Covered Person used other phone numbers than the one he disclosed as his personal phone. The AHO concludes that the evidence surrounding the three numbers listed in paragraph 89 are found to be numbers which can be attributed to the Covered Person and used by him. The Player's denials to the contrary are not accepted.

(ii) How should the relationship with GS be characterised?

102. The initial encounter between GS and the Covered Person occurred at a French tournament in 2017. GS approached the Covered Person and was asked to sit down by him while eating following a tennis match. At the Hearing the Covered Person testifies that GS said he was a tennis fan and liked the way the Player had played and "*would like to be a sponsor for me. So we exchanged numbers and that is it.*" Following that initial direct

personal contact there were four further in person meetings over the approximate period of six months of connections with GS. Those meetings were: 16 December 2017; on 17 January 2018 both at the Brasserie Terminus in the Gare du Nord; and 3 March 2018. The Player denies knowing GS was involved in a “shady business” and stated he only ever knew the first name and nickname of GS.

103. Aside from the personal face to face meetings, there are also a number of communications, in the period of the Charges, by the Covered Person with GS, listing phone numbers attributed to the Player, as found above in paragraph 89. There is a handwritten note in a notebook belonging to GS with the Covered Persons’ personal phone and attributed numbers, in a listing of a number of other French tennis players who have now been convicted or charged by the ITIA. The same numbers show up in the two analysed mobile phones of GS in contact lists, as well as the admitted phone of the Covered Person. Then the phone ending in #55, and attributed to the Covered Person, is in the same list and also found deleted in the personal phone of the Player. The same number #55 was used to send a message on 18 September 2017 to the Covered Person. The Belgian investigators considered the Covered Person as one of the persons who was in contact with GS. The Player responds in redirect examination that he was never on the criminal list of the Belgian police. He also testifies that he can not explain the above matters and they must be imposters. However, the imposters would not have been able to insert the number #55. That number was also found deleted in the personal phone.
104. The Covered Person describes his relationship with GS in his testimony. Referring to questioning by the French authorities on 12 and 13 March in 2019, the Covered Person, in his testimony at the Hearing, confirmed that he stood by what he told the police. In the testimony before the AHO, he confirms what was said to the police on how the relationship commenced.

The Covered Person testified that he first met GS after playing a tennis match in 2017. He testifies that GS told him “... *he liked the way I played and he would be interested in the way I played and he would be interested in sponsoring me*”.

105. When asked by the French authorities, he identified that he knew GS by the names Greg and Gregory. The question was put if he also knew GS by the names Maestro, Tonton, or Gig. At the Hearing he testified that he did not know GS by the name of Maestro or Gig at the time the French police questioned him.

106. The download of the personal phone of the Player in April of 2018, by the ITIA investigator, contained a lot of communications between the Player and his girlfriend. On the 14th of December of 2017, the girlfriend wrote the following text message: “*On the other hand, if you finish with Maestro at 8 p.m., I’ll go to the gym. I have a class at 7 p.m.*” The implication of this evidence is that the Player did know GS by that name much earlier than he admitted to the French police. It is more likely than not that he denied knowing the name Maestro because when the French police interviewed him, the investigation was over and the media coverage meant that many in the tennis community knew the name Maestro.

107. The AHO asked some questions to the Player at the conclusion of the re-examination. The questions focused on the potential sponsorship arrangements attested to by the Player as the reason for the communications with GS and the relationship with him. On the replies it was stated “*that he had a business and he would be the sponsor himself*”. That reply seems to contradict what was said to the Belgian Police investigators.

108. The Covered Person denies being approached about match fixing by GS. He suggests that the persons using the phone and talking as Seto.fr with GS are imposters acting as if they were the Covered Person. The result of this testimony means that one day GS is speaking with imposters about match fixing and the next day the calls are about sponsorship with the Covered Person.
109. The AHO finds that the testimony of the Covered Person lacks veracity. The inference to be drawn from this lack of credibility on the point of sponsorship is that the testimony is simply to justify why there were communications with GS as well as impersonal meetings.
110. When all of the foregoing evidence, some circumstantial and some direct, is considered, it is more likely than not that the Covered Person was in communication with GS on a frequent basis but not on the subject of sponsorship, which was just a cover up. It is found that the communications had nothing to do with a sponsorship arrangement with GS. The personal visits were to collect money from GS and the various communications through attributed phone devices clearly demonstrate that the Covered Person was involved in match fixing activities. The submissions by counsel to the contrary are not accepted.
111. With the determination of the telephone issue and the characterisation of the relationship between GS and the Covered Person, it is now possible to turn to a review of the evidence in the four matches that constitute the Notice of Major Offenses.

(iii) Matches

112. It is alleged that in each of Matches 1-3 there is a breach of Section D.1.d., D.1.b. and D.2.a.i. of the 2017 TACP. In Match 4 it is alleged there is a breach of Section D.1.b. and D.2.a.i, of the 2018 TACP.
113. The first three matches are in July, August, and September 2017. The fourth match is in May 2018. The phone messages in the phones of GS start around 17 July and the last ones are just prior to his arrest in June 2018. The four matches for which Charges have been made fit within the time frame of the messages in the phone of GS. The limited response of the Covered Person to these allegations is that the matches proceeded normally and he is not responsible for the conversations on other persons' phones. However, it has already been determined that phones ending in #26, #55 and #83 can and should be considered as attributed to the Covered Person.
114. For Matches 1 to 3 there are direct instructions to the accomplices of GS. In Match 4 there is direct conversation between GS and the Covered Person. However, no arrangement was agreed upon thereby making it unnecessary to instruct accomplices.

Match #1 [REDACTED] [REDACTED] [REDACTED] [REDACTED] **July 2017** [REDACTED] **Setodji v.**
[REDACTED]

115. Three days before Match #1 GS communicates with Mr. Lescure. The Belgian Investigation obtained his admission that he was an intermediary for GS to the Covered Person. Those conversations occurred to instruct the Covered Person. There is no record of the communication from Mr. Lescure to the Covered Person as it was on Telegram. On the day of the Match GS saved multiple screen shots showing the Covered Person's match on betting websites and on SofaScore. One example is:



This is part of the modius operandi described earlier at paragraph 94. At 10:54 in the morning, GS sent the above screen shot to his accomplice, ISP. Fifteen seconds later an instruction is sent “Win [REDACTED]”. The instruction means that the Covered Person [REDACTED] are to lose. The bets were on five matches one of which was the match of the Covered Person [REDACTED]. Other persons fixed the other four matches for the five match bet. Such a bet is far more lucrative if it corresponds exactly with the results of five matches than a single win or lose match bet. This screen shot was sent along with others for different matches of the multiplier bet.

116. In the personal phone of the Covered Person, an account was found that contains a list of countries and monetary amounts.

Compte
Zim 1800
Maroc 1500
Suisse 1000
Tunisie 3000
Nigeria 1800
Agadir : 1200
Stellenbosh 4000
Bressuire : 500

Tunisie 1000
Com (Tom,quent,jai)
1100
Total: 15900
(23/

The list represents the bribes the Covered Person received for fixing matches #1., #2. and #3. Match 1 was in Morrocco and that country is included in the above list in the correct order according to the time of the tournaments played by the Covered Person. The payments made to the Covered Person and others were in cash and there are no records as a consequence other than the note above.

117. An analysis of the on court play of the doubles duo also suggests that the scoreline of [REDACTED] and [REDACTED] was a manipulated result. The scorecard shows that in Set [REDACTED], the Covered Person served the [REDACTED] and [REDACTED] game and lost both. His partner served the [REDACTED] and [REDACTED] game and also lost both. The Covered Person did not play any double faults during the [REDACTED] set. The scorecard shows that in Set [REDACTED] the Covered Person served the [REDACTED] and [REDACTED] game, lost the [REDACTED] service game and won the [REDACTED] service game. The Covered Person played [REDACTED] double fault during the [REDACTED] service game. His partner served the [REDACTED] game, which he lost and played [REDACTED] double fault during that game. The doubles partners were losing [REDACTED] in the [REDACTED] set when the Covered Person won the [REDACTED] service game. This meant that they only needed to lose the [REDACTED] game (which was served by the opposing team) in order to lose Match 1.
118. In summary the evidence of GS behaviour in communicating is consistent with the modius operandi used. The internet was trolled by GS as evidenced by the screen shots and instructions were issued to fix five matches on a bet multiplier. So there are the screen shots, the instructions within a five match multi bet and there are entries in the Covered Person's personal phone listing the winnings of Match #1. Then there is the direct on court play

evidence which reveals two players playing in accordance with a prior arrangement made for the purpose of receiving a bribe for fixing a Match. It is found that it is more likely than not that the Covered Person was involved in an agreement to fix aspects of the match in accordance with an agreement to do so.

119. For all of the foregoing reasons it is found that it is more likely than not that the Covered Person breached Section D.1.d. and its included offense D.1.b. in Match #1. There was never any report by the Player to the ITIA of a corrupt offense, and thus Section D.2.a.i. of the 2017 TACP is also found to have been breached.

**Match #2 [REDACTED] August 2017 Men [REDACTED]
v. Setodji [REDACTED]**

120. [REDACTED] won this match [REDACTED] GS's instructions focused on the [REDACTED] service game of the [REDACTED] set which was lost. The on court performance reveals from the score card that the Covered Person was to serve the [REDACTED] serve for the team in the [REDACTED] set. This game was explicitly identified by GS in his communications. The court play when tied to the betting record and recognizing that the server in tennis has the greatest influence on the outcome particularly if one is to lose the service game. Mr [REDACTED] in his statement indicates that he did not notice anything strange or unusual during the match. Therefore, in light of all of the foregoing the conclusion can be drawn that it is more likely than not that an inference can be drawn that the Covered Person is the only person involved in fixing this game.

The inference drawn is supported by the communication between Mr. Lescure, a sanctioned tennis player who acknowledged being an intermediary for the Covered Person, and GS. The communication of Mr. Lescure and GS on the day of the match specifically mentions the Covered Person. There is also the note in the Covered Person's personal phone that indicates the amount of the bribe. The note is set out at paragraph 116. The match was in [REDACTED] and the Player's note is in the correct chronological order in the note found on personal phone of the Covered Person. The note indicates a payment of 1,000 Euro for fixing Match #2.

121. The Belgian criminal file shows on the day of the Match that GS had an offer for the Covered Person and suggested continuing discussion via Telegram. There are also 12 screen shots of various betting websites showing Match #2 on the day of the Match. There is also a communication 45 minutes before the Match in which GS says "Setodji [REDACTED] will lose the [REDACTED] break of their [REDACTED] set. Then in a final instruction 6 minutes after the commencement of the [REDACTED] set GS sends an instruction to his accomplice ISP that "Setodji/[REDACTED] will lose the [REDACTED] break of their [REDACTED] set".
122. In summary the evidence of GS's behaviour in communications leading up to and during Match #2 is consistent with the modus operandi used. The internet was trolled by GS as evidenced by the screen shots. Conversations went offline to Telegram. Then there is the direct on court play evidence which reveals the Covered Person losing his service of the [REDACTED] set and there is the note on the phone of the Covered Person as to the amount of the bribe.
123. For all of the foregoing reasons it is found that it is more likely than not that the Covered Person on a preponderance of all of the evidence breached Section D.1.d. and its included offense under D.1.b. occurred in Match #2. There was never any report to the ITIA of a corrupt offense, and thus a breach of Section D.2.a.i. of the 2017 TACP is also found to have occurred.

Match #3 [REDACTED] September 2017 Men's [REDACTED] v.Setodji

124. This was a singles match which the Covered Person won [REDACTED]. The general practice of GS was to arrange fixes that involve a tennis player losing a match or specific aspects thereof. This particular match was different. The arrangement was "to win or surrender". The scheme was for the player to win or, if losing, retire. The result is the bettors win if the player is successful; but if the player retires before losing, the bettors usually recover their bets. This strategy can be identified because in Match #4 (below) the Covered Person requested to GS if he could win Match #4 in the way just described. In Match #4 the Covered Person was told by GS "*No not this one*". The necessary implication is that the Covered Person had on previous occasions made similar arrangements which occurred in Match #3. Furthermore, an example of a retirement in an arrangement can be found on the phone of the Covered Person involving another player where he voluntarily retired.
125. The day before Match #3 GS created a new contact named "Setodji" listing the number [REDACTED] previously referred to as phone #55 (see para 103) beside the name. There are WhatsApp conversations between GS and that number #55 from the Belgian Investigation. The evidence indicates that from the time of Match #3, the Covered Person began dealing with GS via Telegram whereas prior to this, Mr. Lescure acted as the primary liaison between GS and the Player.
126. GS had saved into his phone 7 screenshots regarding Match #3. One was sent on the day of the Match to his accomplice "LSP KARLOS". The last message was sent just three minutes before the match was to begin stating "*Setodji will win, otherwise will give up*".

127. If all of the circumstantial evidence is put together and referenced, the preponderance of the evidence justifies drawing the inference that the Covered Person is more likely than not arranging to fix a match while winning the outcome. Reinforcement of that conclusion found in the personal phone of the Covered Person, is a listing of payment of “Tunisie 3,000” (see chart at paragraph 116). On GS’s phone, it can be found a note that reads “(Seto. 0.0)” which the evidence reveals, means that the Covered Person had been paid for the fix.
128. In summary the evidence of GS’s behaviour in communications leading up to and during Match #3, despite it being a wining match, is consistent with the modius operandi used by GS. The internet was trolled by GS as evidenced by the screen shots. Then instructions were issued to the accomplice of GS. Then there is the direct on court play evidence which reveals the Covered Person wining ██████████ of Match #3. Then there is the note on the phone of the Covered Person as to the amount of the bribe and a note indicating that the bribe had been paid on the phone of GS.
129. For all of the foregoing reasons it is found that it is more likely than not that the Covered Person, on a preponderance of all of the evidence, breached Section D.1.d. and its included offense D.1.b. occurred in Match #3. There was never any report to the ITIA of a corrupt offense, and thus a breach of Section D.2.a.i. of the 2017 TACP is also found to have occurred.

Match #4 ██████████ ██████████ ██████████ May 2018 Men’s ██████████ ██████████ Setodji v.

██████████

130. [REDACTED] won Match #4 with a score of [REDACTED] and took over 2 hours to play. The score indicates a very close series of games with [REDACTED].

131. On [REDACTED] May 2018 three new contacts named 'Seto.fr' were saved in the phone of GS. One was the personal phone and the other two were phones ending in 26, and another ending in 83. The evidence is that the day before Match #4 a phone call took place directly between GS and the Covered Person using his personal phone.

132. A few hours later the Covered Person communicates with GS via his Telegram account [REDACTED] which is linked to the phone ending in #83 saved as Seto.fr. The AHO has determined that this phone #83 is attributed to the Covered Person. The conversation starts with the Covered Person asking, "Do you have anything for tomorrow?"

[REDACTED] 05/2018 22:26:04 [REDACTED] SETO.FR Do you have anything for tomorrow?

GS responds we will see tomorrow. The question in return is enquiring whether "... [REDACTED] is in ?" [REDACTED]). GS replies he does not know.

133. GS makes a proposal to the Covered Person. Then the conversation goes like this:

“I am going to play, if ever I want, my cousin I will call you live

█/05/2018	09:25:18	█	SETO.FR	I will give him the phone no.	I
█/05/2018	09:26:32	█	SETO.FR	Ok bah no then	I
█/05/2018	09:26:36	█	RAGNAR	Ok	(
█/05/2018	09:26:43	█	RAGNAR	Cancelled	I
█/05/2018	09:47:02	█	SETO.FR	I had a think again. I tell you if i do it, if I do not say anything, it is because I am not doing it. Ok	I
█/05/2018	09:53:08	█	RAGNAR	Ok.”	

134. It is established through the testimony at the Hearing by the Covered Person’s girlfriend that the Covered Person has a cousin in Bucharest where the tournament is to be played. This confirms the person using the Telegram account linked to phone #83 is the Covered Person.

135. A full review of the conversations leaves the AHO not satisfied that there was sufficient circumstantial evidence to draw the inference that it was more likely than not that he considered taking a bribe, be it a proposal or counterproposal, but decided he wanted to try and win for ranking points and the fact he did not want to cheat while playing with █ was, in his words:

“No, I would have loved to get a good ranking

█/05/2018 16:33:S4 █ SETO.FR And that bloke is so nice, I did not want to cheat

136. The AHO finds there is insufficient evidence to draw the inference that there was an agreement to accept a bribe. The score of Match #4 confirms that conclusion. Therefore, there was no agreement to manipulate an aspect of the Match. The question becomes one of interpretation of the TACP in section D.1.b. of the 2018 TACP.

137. The submission of the ITIA is that there was a conversation between the two, where GS made a proposal to the Player, which the Player ultimately rejected. Then there was a counterproposal from the Player to GS to win the match and to retire if he began to lose which was rejected by GS.

138. Section D.1.b. of the 2018 TACP states:

No Covered Person shall, directly or indirectly, solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition. For the avoidance of doubt, to solicit or facilitate to wager shall include, but not be limited to: display of live tennis betting odds on a Covered Person website; writing articles for a tennis betting publication or website; conducting personal appearances for a tennis betting company or any other company or entity directly affiliated with a tennis betting company; and appearing in commercials encouraging others to bet on tennis.

139. The Section attempts to illustrate what is meant by “...to solicit or facilitate to wager...”. It is found that the intention of the Section is directed at encouraging others to bet on outcomes or aspects of tennis matches. What was going on in the conversations was a match fixer, GS, discussing whether a manipulator, the Covered Person, would engage in a bribe. The Section

should not be used to take a known manipulator and determine that they are engaged in approaching a fixer such as GS soliciting or facilitating wagering. The Section as written is directed at betting not manipulation of an aspect of a match for bribery purposes. It is found that there is no breach of Section D.1.b. of the 2018 TACP.

140. The Covered Person did fail to report corrupt discussions with a match fixer as had been the failure throughout the other three Matches examined above. For this reason there is a breach of D.2.a.i.

SANCTIONS

141. All but one of the allegations included in the Notice of Major Offenses has been proven as being more likely than not to have occurred. There was a failure to report the corrupt approaches in all four of the Matches.
142. There is a suggestion in the submissions of the ITIA that the Player was involved in more than three corrupt and four failure to report offenses. The problem with such assertions is that there is no evidence to make findings of corrupt offenses. The AHO does not find such a submission of other possibly corrupt matches of which there is no probative evidence of any value. Without evidence this type of assertion cannot be taken into account as establishing that there is involvement in matches not before the AHO.
143. Using the Guidelines to determine the sanction the first step is to determine the offense category which has two constituent parts “Culpability” and “Impact”. The AHO agrees with the submission of the ITIA that the Covered Person committed multiple offenses over a protracted period of time thereby placing the Culpability in Category A. There are three matches in rapid succession in 2017, one in each of July, August and September and one

in 2018 in May, before the GS gang was shut down and charged by the Belgian Police. The time frame is just sufficient to satisfy the protracted period of time criteria. The other criteria of leading others to commit offenses is satisfied by the mention of the tennis player, [REDACTED] to GS and the degree of planning, while more on the fixer's side than that of the Covered Person, still requires co-ordination and planning by the manipulator. The fit on Culpability is Category A.

144. The impact criteria in determining the offense category of all the constituent parts for Category 1 are made out. Three major offenses were involved over a short time frame. Given the scale of the information arising from the Belgian Investigation, the Investigation brought with it an impact of the criminal organisation affecting the reputation of the sport of tennis. The illicit gains were significant in amounts being 1,500 in Morocco; 1000 in Switzerland and 3,000 in Tunisia. The AHO exercises the discretion granted to find the better fit to be Category 2. Therefore, the offending conduct is found to be A2.
145. The Starting point to determine the quantum of the sanctions for A2 is 10 years' ineligibility. The only aggravating factor in these facts would be multiple TIPP training sessions. There are no mitigating applicable factors of those listed in the Guidelines. The aggravating factor only serves in this case to confirm the 10 year ban asked for by the ITIA. There have been no reasons put forward to suggest that the ban ought to be less than 10 years.
146. The Guideline on fines for 1-5 Major Offenses uses the range between 0 and \$25,000 USD. The ITIA submits that \$20,000 USD is applicable with no portion suspended. That AHO agrees with that submission.

147. Section H.1.a.(i) of the TACP provides that in addition to any fine, an amount equal to the gains received from illicit conduct may be recovered. The amounts are shown in a chart on the Covered Person's phone: amount of EUR 1,500 for Match #1 and EUR 1,000 for Match #2 and a further EUR 3,000 For Match #3. Therefore, it is ordered under Section H.1.a.(ii) to pay back these monies received from the illicit activity which has been proven amounting to EUR 5,500.
148. For all the foregoing reasons the period of ineligibility is found to be 10 years commencing on 1 April 2025 concluding 10 years later on 31 March 2035. A payment of EUR 5,500 is to be made to return to the ITIA, the monies received to breach the TACP. A further payment for fines under the TACP of USD \$20.000.

Conclusion

149. For all of the foregoing reasons the following orders are made.

ORDERS

- I. Thomas Setodji, a Covered Person under the TACP, is found to have breached multiple times, Sections D.1.d, D.1.b, and D.2.a.i of the 2017 and 2018 TACP.
- II. The Covered Person pursuant to Section H.1.a of the 2024 TACP, is to serve a ten year period of ineligibility to Participate in any Sanctioned Events commencing on the 1st day of April 2025 and ending upon the 31st day of March 2035.
- III. The Covered Person pursuant to Section H.1.a of the 2024 TACP is to pay a fine of USD \$20,000 and a further sum of EUR 5,500 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 1st DAY of APRIL 2025.



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