

International Tennis Integrity Agency

v

Mr. Clement Reix

DECISION

Before Anti-Corruption Hearing Officer:

Amani Khalifa

Representing the International Tennis Integrity Agency:

Alistair McHenry, Tyr
and Julia Lowis

Clement Reix:

Neila Nathalie Hadjadj
and Lakhdar Saïfi



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I. INTRODUCTION

1. Pursuant to Section F.4. of the Tennis Anti-Corruption Program (*TACP*) 2022, the International Tennis Integrity Agency (the *ITIA*) issued a Notice of Major Offence (the *Notice*) to ██████████ (██████) and Clement Reix (*CR*) (together, the *Covered Persons*) on 27 October 2022. The Notice informed the Covered Persons that they were being charged with various breaches of the TACP 2018. The Notice also informed the Covered Persons of their right to determination of the matter at a Hearing before the Anti-Corruption Hearing Officer (*AHO*).
2. Ms. Amani Khalifa holds the appointment as an AHO in accordance with section F.1 of the TACP 2022. She was appointed without objection by either party as an independent and impartial adjudicator.
3. This dispute had been consolidated pursuant to section G.1.c of the TACP because all charges of Major Offences being faced by all the Covered Persons pertained to the same alleged conspiracy, common scheme or plan. However, ████████ failed to respond to the Notice and/or request a Hearing. A separate decision (on sanctions) pertaining to ████████ was issued by the AHO on 9 February 2023.
4. This decision is being issued in the case of CR who contested the charges against him and requested a hearing on 1 December 2022.

II. THE PARTIES

5. The ITIA is appointed by the Governing Bodies who participate in the TACP, namely the ATP¹ Tour, Inc., the Grand Slam Board, the ITF and the Women's Tennis Association (WTA) Tour, Inc., to administer the TACP. Professional tennis is structured such that top-level men's tournaments are organized by the ATP, whereas lower-level men's tournaments, such as ITF Futures

¹ All capitalised words or acronyms not otherwise defined in this Decision take their defined meaning from the TACP.

tournaments which are part of the ITF Pro Circuit, are organized by the ITF. A player must register with the relevant Governing Body to be eligible to compete in their tournaments.

6. CR is a French national, a former professional tennis player and a current coach at [REDACTED].² He was also formerly [REDACTED] a [REDACTED]. He reached a career-high singles ranking of 250 (437 in doubles) and played his last professional match on [REDACTED] September 2013. The charges in this case relate to the period following CR's retirement from professional tennis.
7. All players who wish to play in professional tennis tournaments must register for an ITF International Player Identification Number (*IPIN*). When registering for an IPIN, a player must agree to the Player Welfare Statement (*PWS*) thereby agreeing to comply with and be bound by the rules of tennis including the TACP. CR endorsed the PWS and received the unique IPIN number [REDACTED]. However, CR did not complete the Tennis Integrity Protection Programme (*TIPP*)³ as it was not yet in existence.⁴ CR's TIPP record shows that he registered on 18 May 2011.⁵
8. Section B.6 of the TACP 2018 defines "Covered Person" as any Player, Related Person, or Tournament Support Personnel. A Related Person is, in turn, defined to include any "*coach, family member, tournament guest or any other person who receives accreditation at an Event at the request of the Player*". Section B.17 of the TACP 2018 defines "Participation" as playing in, coaching at, accessing, attending or in any way receiving accreditation for, any Sanctioned Event. CR falls under the definition of Covered Person as a former

² Bills for tennis coaching services provided by Clement Reix at Mouratoglou [REDACTED].

³ The mandatory Tennis Integrity Protection Programme is an online educational tool to assist a Covered Person with understanding their responsibilities under the TACP and how to spot when other individuals are breaching the terms of the TACP (including match-fixing and corrupt approaches).

⁴ First Witness Statement of Sarah Hamlet, 2 February 2023, para 8.

⁵ Clement Reix TIPP record showing registration, 18 May 2011, Undated, p 1.

professional player and [REDACTED] [REDACTED] at the times the alleged breaches took place.

III. THE FACTUAL BACKGROUND

A. THE BELGIAN INVESTIGATION

9. Between 2014 and 2018, Belgian law enforcement carried out an investigation related to an Armenian-Belgian organised crime network that the authorities believed to be fixing professional tennis matches globally.
10. In February 2020, the ITIA was granted access to certain evidence gathered by the Belgian authorities for their investigation. The allegations of Corruption Offences against CR arise out of that investigation.
11. The evidence obtained includes messages downloaded from mobile devices and records of money transfers. The individual at the centre of the Belgian match fixing investigation, [REDACTED] ([REDACTED] communicated with corrupt tennis players and intermediaries to fix matches. [REDACTED] used a network of associates who were responsible for placing bets using online or in-store betting operators. The associates also acted as money mules and ensured payment of tennis players for their corrupt activities. One of [REDACTED] associates who acted as a money mule was a [REDACTED] national named [REDACTED] [REDACTED] ([REDACTED] sent several payments for [REDACTED] one of which relates to the Corruption Offences against CR set out in the Notice.
12. [REDACTED] also exchanged messages with a former professional tennis player named [REDACTED] [REDACTED] ([REDACTED] who was also in contact with [REDACTED] and CR.⁶ The messages between [REDACTED] and [REDACTED] have been admitted into evidence by the ITIA in these proceedings.

⁶ First Witness Statement of Sarah Hamlet, 2 February 2023, para 16.

B. THE FRENCH INVESTIGATION

13. As a result of the Belgian investigation, the French criminal authorities are investigating several French tennis players. The French investigation is ongoing. ■ is currently subject to the French investigation.

C. ■ ■ MATCH FIXING ACTIVITIES

14. Ms. Sarah Hamlet is employed by the ITIA as an investigator. She gave evidence on the way in which ■ operated through his network to fix tennis matches. According to Ms. Hamlet, ■ usual method was:⁷

- (a) ■ reviewed the online betting markets to assess if one of the players could be persuaded to fix a match and if there was potential financial profit from the fix.
- (b) ■ then contacted the player or a middleman, usually via WhatsApp or Telegram, and offered the player money in exchange for fixing a match. The proposed fixes generally involved losing specific sets, games and/or losing specific matches.
- (c) If the player agreed to carry out the fix, the middleman relayed the information to ■ who then confirmed the fix. Following the confirmation, ■ would then instruct his associates to place bets with various betting operators.
- (d) After a fix was successfully carried out, ■ arranged for payment to be made to the player or a payee nominated by the player by either: (i) a MoneyGram or Western Union transfer, which would be collected in person; or (ii) a Skrill or Neteller payment, which would be accessed online. The person making the payment on ■ behalf would typically send proof of payment to ■ Occasionally, ■ would arrange meetings with players in-person to pay them in cash.

⁷ First Witness Statement of Sarah Hamlet, 2 February 2023, para 18.

IV. THE APPLICABLE LAW AND JURISDICTION

15. The TACP 2018 applies to the alleged Major Offences and the TACP 2022 applies to the procedure.
16. Neither party has objected to the appointment of the AHO to hear this matter. She has been properly appointed in accordance with the TACP. No objections relating to her jurisdiction, or any other preliminary objections were raised by either party.

V. THE NOTICE OF MAJOR OFFENCE

17. CR has been charged with three (3) breaches of the TACP 2018. Some of the charges brought against CR were also brought against [REDACTED] [REDACTED] [REDACTED] (in addition to the four (4) other breaches), for [REDACTED] involvement in match fixing.
18. The ITIA has relied upon evidence in relation to the following matches in which the CR's [REDACTED] [REDACTED] participated:
 - (a) Match 1: [REDACTED] match on [REDACTED] January 2018 at the [REDACTED] tournament in [REDACTED] France against [REDACTED]
 - (b) Match 2: [REDACTED] match on [REDACTED] January 2018 at the [REDACTED] tournament in [REDACTED] UK against [REDACTED] [REDACTED]
 - (c) Match 3: [REDACTED] match on [REDACTED] May 2018 at the [REDACTED] tournament in [REDACTED] France with [REDACTED] against [REDACTED] and [REDACTED] and [REDACTED]
 - (d) Match 4: Doubles match on [REDACTED] May 2018 at [REDACTED]
19. The ITIA has brought three charges against CR as follows:
 - (a) Charge 1: The ITIA alleges that on [REDACTED] January 2018, CR received a payment of US\$1,000 via a Western Union transfer from [REDACTED] (the *Payment*). It further alleges that the money was received a day after

Match 1 and was a payment for ■■■ to not use ■■■ best efforts in the match in breach of section D.1.f of the TACP 2018.

(b) Charge 2: The ITIA alleges that CR knew or suspected that ■■■ had committed Corruption Offence(s) in January 2018 as detailed above and that he failed to report it to the ITIA in breach of section D.2.a.ii of the TACP 2018.

(c) Charge 3: The ITIA alleges that CR knew or suspected that ■■■ had been the subject of an unlawful approach from ■■■ in May 2018 and CR did not report that approach to the ITIA in breach of section D.2.a.ii of the TACP 2018.

20. Under Section D in the Notice, the ITIA stated that it provisionally considered that in line with the TACP Sanctioning Guidelines (*Guidelines*), the above charges against the Covered Persons may be categorized as Culpability B and Impact 1, which has a starting point of a ban of 10 years and a potential fine of \$35,000 in the case of ■■■ and \$15,000 in the case of CR.

21. The Notice also explained that the Covered Persons are entitled to have the matter determined by the AHO at a Hearing if they dispute the ITIA's allegations. The Notice set out procedural information including the deadline for submitting a request for a Hearing.

VI. THE PROCEDURAL BACKGROUND

22. On 27 October 2022, the ITIA issued the Notice under the TACP 2022 to the Covered Persons.

23. On 17 November 2022, the ITIA issued a letter to CR and noted: (i) the notification of Major Offense under the TACP 2022 on 27 October 2022; (ii) referral to an AHO; and (iii) the AHO's instructions to submit a written request for a Hearing by 1 December 2022.

24. On 1 December 2022, CR requested a Hearing before the AHO.

25. On 12 December 2022, AHO Khalifa issued instructions to convene a case management videoconference to take jurisdiction formally over the case and to finalise the procedural next steps leading to a Hearing.
26. On 20 December 2022, a procedural hearing pursuant to Section G.1.g.i of the TACP 2022 took place virtually before AHO Khalifa.
27. On 22 December 2022, AHO Khalifa issued Procedural Order No.1 (the *PO#1*) formally taking jurisdiction over the case pursuant to section G.1.g of the TACP 2022.
28. On 20 January 2023, the ITIA provided disclosure of the relevant documents. On 3 February 2023, the ITIA submitted two witness statements, being those of ITIA's Sarah Hamlet and Steve Downes. However, CR failed to provide disclosure of documents or to submit any witness statement(s) by the deadlines in PO#1.
29. On 6 February 2023, AHO Khalifa requested the ITIA to issue a reminder to CR to file evidence in support of his defence by 10 February 2023. However, CR failed to comply with this deadline.
30. On 17 February 2023, the ITIA filed its written submissions.
31. On 27 February 2023, counsel for CR sent an email to AHO Khalifa noting that she had been recently appointed to defend CR and requesting additional time to prepare his defence and applying to postpone the Hearing initially set for 29 March 2023.
32. On 3 March 2023, AHO Khalifa issued amended directions (the *Amended PO#1*) determining the procedural next steps and scheduling the Hearing for 14 June 2023.
33. On 24 March 2023, the ITIA submitted a transcript of a voicemail from [REDACTED] into evidence. On the same date, CR submitted documents by way of disclosure.

34. On 6 April 2023, the ITIA submitted the witness statement of [REDACTED]
35. On 21 April 2023, the ITIA filed its amended submissions.
36. On 12 May 2023, CR filed an answer brief.
37. On 25 May 2023, the ITIA filed a reply brief.
38. On 6 June 2023, CR filed an amended answer brief and some further evidence in response to the ITIA's reply.
39. On 9 June 2023, the parties submitted the agreed Hearing timetable.
40. On 12 June 2023, CR submitted an additional witness statement from his counsel, Neila Hadjadj along with supporting documents.
41. On 14 June 2023, the Hearing was conducted. It was attended by Ms. Julia Lowis and Mr. [REDACTED] [REDACTED] on behalf of the ITIA), Ms. Jodie Cox (the ITIA case manager), Ms. Neila Hadjadj and Mr. Lakhdar Saïfi for CR. CR also attended the hearing. ITIA provided interpreters for the benefit of CR and his counsel.

VII. ITIA'S WRITTEN SUBMISSIONS

42. The AHO has carefully reviewed all the evidence and the Parties written and oral submissions. The Parties' key contentions are summarised below. All evidence and submissions not expressly referred to or summarised below are nevertheless subsumed in the AHO's analysis.
43. The charges against CR comprise one breach of section D.1.f and two breaches of section D.2.a.ii of the TACP 2018. The ITIA relies on the following evidence in support of the allegations:
 - (a) Evidence obtained by the ITIA from the Belgian authorities, including the forensic download from [REDACTED] mobile phones, including extensive

messages exchanged between [REDACTED] and [REDACTED] and evidence of money transfers.

- (b) A betting alert provided to the ITIA relating to Match 2.
- (c) Evidence obtained as a part of the ITIA's own investigation into [REDACTED] and CR.

44. The ITIA submits that on a preponderance of the evidence, CR has committed the Corruption Offenses subject of Charges 1-3. The ITIA also relies upon Ms. Hamlet's witness statement in support of the allegations that:

- (a) CR received the Payment for [REDACTED] involvement in fixing a match in January 2018; and
- (b) There was a close association between CR and known match fixers, who discussed fixes involving [REDACTED]

45. The ITIA further submits that the evidence put forward by CR, including: (i) a divorce certificate, (ii) emails between CR and [REDACTED] [REDACTED] dated 24 February 2013, and (iii) an article dated 22 February 2023 regarding [REDACTED] appeal to CAS, do not provide any credible defence against the Charges nor counter the evidence submitted by the ITIA.

46. The ITIA's position in relation to each Charge is as follows:

Charge 1 – D.1.f TACP 2018 – accepting money to negatively influence best efforts

47. The ITIA notes that, following [REDACTED] failure to contest the charges against [REDACTED] she has been found to have committed three breaches of the TACP in relation to Match 1. It notes in its submissions that in the [REDACTED] game of [REDACTED] [REDACTED] served double faults at both [REDACTED] and [REDACTED]. The transfer confirmation for the

⁸ Scorecard from the first round of singles match between [REDACTED] and [REDACTED] at the [REDACTED] tournament in [REDACTED] France, [REDACTED] January 2018, p 2.

Payment was found on [REDACTED] phone naming CR as the recipient. It was sent the day after Match 1 i.e., [REDACTED] January 2018.⁹

48. The ITIA submits [REDACTED] was a known “money mule” used by [REDACTED] Ms. Hamlet’s evidence is that that [REDACTED] made two payments to individuals who have now received lifetime bans for their involvement in match fixing namely [REDACTED] and [REDACTED]
49. The ITIA submits that both the timing of the Payment and the identity of the sender are strong evidence that it was made in exchange for [REDACTED] not exerting [REDACTED] best efforts in Match 1. The ITIA further submits that CR, in his position as [REDACTED] [REDACTED] and sometimes [REDACTED] was in a position to negatively influence [REDACTED] efforts.
50. Regarding the status of the MTCN¹⁰ of the Payment on the website of Western Union, the ITIA relies upon the witness statement of Mr [REDACTED] [REDACTED]¹¹ Mr [REDACTED] stated:

7. I have, in the past, successfully made payments via a Western Union account, all of which have generated an MTCN number. I therefore asked a colleague to enter those MTCN numbers into the same search function on Western Union’s website referred to in the Amended Reply Brief.

8. All the searches came up with the same message: ‘The tracking number (MCTN) is invalid. Please check your records and try again’.¹²

⁹ Western Union confirmation of a payment of US\$1000 made by [REDACTED] [REDACTED] [REDACTED] to Clement Reix, [REDACTED] January 2018.

¹⁰ A 10-digit Money Transfer Control Number generated for every Western Union transfer. It can be used to check the status of the transfer. *See* FAQs on the website of Western Union

¹¹ Second Witness Statement of [REDACTED] [REDACTED] 9 June 2023.

¹² Second Witness Statement of [REDACTED] [REDACTED] 9 June 2023, paras 7-8.

51. The ITIA submits that the status of the MTCN is unhelpful as five years have lapsed since the Payment¹³ and that it is not necessary to establish that the relevant transferred amount was withdrawn by CR.¹⁴
52. The ITIA also submits that it is not aware of the terms of the exact fix for the Match 1, or whether the Payment relates to Match 1 or Match 2, or any other Event.¹⁵ However, the ITIA argues that the surrounding circumstances suggest that the Payment was made most likely in relation to █████ Match 1, which was held a day before the transfer.¹⁶
53. The ITIA avers its allegation that CR and █████ were involved in match fixing is corroborated by the betting alert for Match 2 which █████ played 9 days later and for which █████ has been found to have committed two breaches of the TACP. The ITIA suggests that the plan to fix Match 2 may have been relayed by CR to third parties who stood to make financial gains from the fix.

Charge 2 – D.2.a.ii TACP 2018 – failure to report

54. The ITIA submits that in the circumstances, it is inconceivable that CR did not know █████ was involved in Corruption Offences. Since CR did not report █████ involvement, on its case, the charge is made out.
55. The ITIA submits in the alternative that, given CR's proximity to █████ absent any credible alternative explanation, it was more likely than not that CR would have formed a reasonable suspicion that █████ had committed Corruption Offences in January 2018. The ITIA submits that CR had a duty to report that suspicion to the relevant authority. However, he failed to discharge that duty and Charge 2 is therefore made out.

Charge 3– D.2.a.ii TACP 2018 – failure to report

¹³ Transcript of the Hearing, 14 June 2023, p 136, lines 19-21.

¹⁴ Transcript of the Hearing, 14 June 2023, p 136, lines 21-24.

¹⁵ Transcript of the Hearing, 14 June 2023, p 9, lines 23-24.

¹⁶ Transcript of the Hearing, 14 June 2023, p 10, lines 1-3.

56. The ITIA submits that Charge 3 relates to a period a few months after the events that form the basis of Charges 1 and 2. In support of this charge, the ITIA relies on messages exchanged between [REDACTED] and [REDACTED] in which they discuss fixing matches involving [REDACTED] as well as [REDACTED] [REDACTED] with CR. The messages, which are set out at paragraphs 47-60 of Ms. Hamlet's witness statement can be summarised as follows:

(a) On 16 May 2018, [REDACTED] and [REDACTED] discussed a proposed fix concerning Match 3.¹⁷ [REDACTED] informed [REDACTED] that [REDACTED] was not interested on this occasion and wanted to use [REDACTED] best efforts.¹⁸

(b) On 17 May 2018, [REDACTED] and [REDACTED] discussed a further proposed fix in another doubles match involving [REDACTED] to be played the same day between [REDACTED] and [REDACTED] [REDACTED] against [REDACTED] & [REDACTED] [REDACTED].¹⁹ [REDACTED] again informed [REDACTED] that [REDACTED] was not interested and that [REDACTED] wanted to use [REDACTED] best efforts.²⁰

(c) On 24 May 2018, [REDACTED] and [REDACTED] discussed a proposal for [REDACTED] to accompany [REDACTED] to [REDACTED]. In these messages, they comment on the [REDACTED] between [REDACTED] and CR.²¹

57. The ITIA submits that it is more likely than not that one or both of [REDACTED] and [REDACTED] were in close contact with CR in May 2018 and that, as part of that close contact, they would have discussed fixing one of [REDACTED] matches with CR. The ITIA submits that it is more likely than not that CR had the knowledge or suspicion that [REDACTED] [REDACTED] had been the subject of an unlawful approach from [REDACTED] regarding one of [REDACTED] matches during May 2018.

¹⁷ First Witness Statement of Sarah Hamlet, 2 February 2023, para 50.

¹⁸ First Witness Statement of Sarah Hamlet, 2 February 2023, para 50.

¹⁹ First Witness Statement of Sarah Hamlet, 2 February 2023, para 53.

²⁰ First Witness Statement of Sarah Hamlet, 2 February 2023, para 55.

²¹ First Witness Statement of Sarah Hamlet, 2 February 2023, para 58.

58. The ITIA also relies on CR's accreditation for ██████████ which refers to CR as ██████ "coach" and to ██████ as ██████ "guest".²² The ITIA submits that it is extremely unlikely that CR would have attended ██████████ alongside ██████ without knowledge or, at least, suspicion of ██████ involvement in attempted match fixing involving someone CR was not only the designated coach of, but also ██████ to.
59. CR therefore had a duty to report the suspicion to the relevant authority, which he failed to do. Charge 3 is therefore made out.

Sanction

60. In the Notice, the ITIA stated that in line with the Guidelines, the Charges against CR should be categorised as being between B2 and B3. The ITIA notes that when applying the Guidelines, the AHO may consider any aggravating or mitigating factors.
61. The ITIA submits that it would be reasonable and appropriate for CR to be banned from tennis for three years and fined US\$15,000.
62. The ITIA submits that CR's conduct falls within culpability B, i.e., "Medium Culpability" because of the following factors:
- (a) Some planning or premeditation: the ITIA submits that CR must have discussed with ██████ when she was going to commit double faults in Match 1 and Match 2. CR also received the Payment from ██████ and the ITIA submits that the only logical conclusion is that the fix executed by ██████ must have been known to CR and have been premeditated.
 - (b) Acting in concert with others: the ITIA submits that CR acted in concert with ██████ who carried out the fix. The ITIA submits that he also

²² Email from Anais Walter to the ITIA, 7 April 2021.

acted in concert with [REDACTED] (by receiving the Payment from him) and [REDACTED] (who he described as his friend).

- (c) Several offences: the ITIA submits that the three Charges against CR relate to two separate periods of time in 2018.
63. Regarding the level of impact, the ITIA submits that CR's conduct falls between Categories 2 and 3 because of the following factors:
- (a) Major Offences: the ITIA submits that the three Charges against CR are all Major Offences as defined by Section B.21 of the TACP 2022.
 - (b) Material impact on the reputation and / or integrity of the sport: the ITIA submits that the Charges against CR, if proven, damage the reputation and integrity of tennis.
 - (c) Material gain: the ITIA submits that the receipt of US\$1,000 is not a material amount, however, CR benefitted from the match fixing by increasing his earnings illegitimately.
64. The ITIA submits that given CR's case meets the threshold of Category 2, the thresholds of Category 3 will be automatically met. The ITIA submits that the appropriate starting point for CR is two years, being just over midway between the starting point for Category 2 (three years) and Category 3 (six months).
65. The ITIA submits that there are several aggravating factors that should apply as follows:
- (a) Impeding or hindering the ITIA investigation: the ITIA submits that CR failed to respond to Ms Hamlet's letter of 20 June 2022 regarding a request for information and interview.
 - (b) Wasting the time of the ITIA and / or the AHO: the ITIA submits that CR failed to respond to the directions of the AHO, did not comply with the PO#1, and instructed solicitors after much delay, thereby wasting the ITIA's time and resources.

(c) Contempt for the hearing process: the ITIA submits that CR instructed solicitors around 24 February 2023, necessitating a re-run of the AHO's directions that the ITIA had already complied with.

66. The ITIA submits that none of the mitigating factors listed in the Guidelines apply to CR's case. In light of the aggravating factors, the ITIA submits that an uplift of one year is appropriate, taking the ban to three years in total.

67. Regarding the fine, the ITIA submits that the Guidelines recommend a fine scale of US\$0 – US\$25,000 for 1-5 Major Offences. The ITIA submits that a fine of US\$15,000 would be proportionate in all the circumstances.

VIII. CLEMENT REIX'S WRITTEN SUBMISSIONS

68. CR states that although [REDACTED] [REDACTED] 2, [REDACTED] has [REDACTED] since [REDACTED] during which time he has been based in the south of France. CR denies ever being [REDACTED] [REDACTED]. He also denies knowing [REDACTED] well and maintains that he is a mere acquaintance and that [REDACTED] and [REDACTED] remain friends.²³

Charge 1 – D.1.f TACP 2018 – accepting money to negatively influence best efforts

69. As regards the Payment, CR initially submitted that he did not remember receiving it. In his reply dated 6 June 2023, CR denied receiving any payment from [REDACTED] or [REDACTED] and referred to his bank statement from January 2018.²⁴ He claims never to have received any payment in cash via Western Union. He notes MTCN of the Payment on the website of Western Union states that:

²³ First Witness Statement of Clement Reix, 7 April 2023, para 6.

²⁴ Societe Generale bank account statement of Clement Reix from 23 December 2017 to 22 February 2018.

The tracking number (MTCN) is Invalid. Please check your records and try again.²⁵

70. CR maintains that he has no connection with █████ as evidenced by the lack of any direct contact established through the forensic analysis of █████ phone. CR also argues that if a link to █████ had been established, he would have been arrested or questioned by the Belgian or French authorities.
71. CR argues that the Payment confirmation is not evidence that he received any money. His counsel has speculated that the Payment confirmation could have been produced by █████ to induce █████ into fixing matches.²⁶
72. CR further argues that the double faults served by █████ during Match 1 are inconsistent with match fixing because █████ won all the service games in which she served double faults. In █████ of Match 1, █████ served double faults at both █████ and █████ in the █████ game (█████ service game) but went on to win that game. In █████ of Match █████, █████ served a double fault in █████ game but also went on to win it. CR therefore argues that the double faults could not have been planned fixes. In support of this argument, CR relies on paragraph 95 of the decision of AHO McLaren in the case of Baptiste Crepatte dated 19 April 2023 (the *Crepatte decision*),²⁷ in which it was held that:

The Player's on court play cannot be perceived as sufficiently reliable so as to allow the AHO to draw an inference that the Player had knowledge of or participated in the match being fixed. The Player's double faults occurred once in each set, but in both cases they represent games that he and his partner won when the fix was to lose the overall sets. Whereas the double

²⁵ Screenshot of the status of the MTCN for the Payment on the website of Western Union, June 2023, p 2.

²⁶ Transcript of the Hearing, 14 June 2023, p 151, lines 6-19.

²⁷ Transcript of the Hearing, 14 June 2023, p 153, lines 18-23; *See also*, Transcript of the Hearing, 14 June 2023, p 163, lines 6-15

faults of the Player's partner were all in games that they lost and were at a strategic deciding point in the outcome of the game.

73. Moreover, CR submits that [REDACTED] double faults could be explained by reference to [REDACTED] opponent's strong return of serve.²⁸
74. CR also notes that the ITIA did not receive any betting alerts in relation to Match 1 and submits that without any evidence from the Umpire or the tournament referee it is speculative to suggest that [REDACTED] fixed [REDACTED] matches.²⁹ CR argues that betting alerts themselves cannot be used to establish that a match has been fixed. Moreover, there was no evidence available regarding the game of [REDACTED] on the court, based on which the ITIA could draw a conclusion of match fixing. In support of these arguments, CR relies on paragraphs 101 and 110 of the Crepatte decision,³⁰ in which it was held that:

101. There is no reference to the Player's on court play. If the inferential evidence was combined with the Player's actual play, the inferences could perhaps be strengthened. In the absence of such information and no comments from the umpire, supervisor, or Sportsbooks, the evidence does not meet the threshold of being sufficiently reliable to find it is more likely than not that the match was fixed, let alone that the Player is responsible for fixing the outcome. All charges related to the conduct of the Player in Match #5 do not meet the standard of proof required and are dismissed.

[...]

110. [...] Betting alerts in and of themselves do not establish that a match is fixed because of the diverse explanations for the alerts. The alerts require corroborative supporting evidence.

²⁸ Transcript of the Hearing, 14 June 2023, p 156, lines 8-10.

²⁹ Transcript of the Hearing, 14 June 2023, p 158, lines 12-25.

³⁰ Transcript of the Hearing, 14 June 2023, pp 161-162.

However, the inference does not reach the standard of the preponderance of evidence because there is the possibility of lingering injury weakening the Player's on court play. Neither the Chair Umpire nor the Tournament Supervisor were of the view that the match was manipulated. They were on-site and provide the best evidence of the courtside play. The victor was the better player and won the tournament championship. Upon weighing that evidence against all of the circumstantial evidence of the gambling syndicate it cannot be said that the preponderance of the evidence is that it is more likely than not the Player manipulated the result.

75. CR further submits that the Payment, which was made on [REDACTED] January 2018, cannot be linked to Match 2 because Match 2 took place afterwards, on 31 January 2018. In any event, CR submits that he was not [REDACTED] [REDACTED] when [REDACTED] played Match 1 and Match 2 and he was not present at either tournament. He maintains that he was only [REDACTED] at the time, and they [REDACTED] [REDACTED].
76. Additionally, counsel for CR avers that the MTCN does not appear as “invalid” once the amount has been checked or collected, but rather when the status of the MTCN is checked after a long time has elapsed.³¹ She also submits if the MTCN for the Payment had been checked in 2018, the ITIA would have known whether CR collected the amount or not.³² Ms. Hadjadj also states in her witness statement that a transfer via Western Union can be carried out or cancelled without informing the transferee.³³ The proof of payment therefore does not prove that the amount was collected by the transferee, i.e., CR.
77. CR maintains that Charge 1 is therefore not made out on the evidence.

³¹ Transcript of the Hearing, 14 June 2023, p 22, lines 6-9.

³² Transcript of the Hearing, 14 June 2023, p 23, lines 4-12.

³³ See First Witness Statement of Neila Nathalie Hadjadj, 12 June 2023.

Charge 2 – D.2.a.ii TACP 2018 – failure to report

78. CR submits that Charge 2 is also not proven since Charge 1 is not made out and Charge 2 is a related charge. He maintains that he was not aware of any unlawful approaches or potential Corruption Offences involving [REDACTED]
79. CR also submits that although [REDACTED] was finalised in [REDACTED] he and [REDACTED] had [REDACTED].
80. CR further submits that he acted in good faith, and he would have reported the unlawful approaches to ITIA if he had known of them. In this regard, CR relies on the fact that he previously reported an unlawful approach by Mr. [REDACTED] [REDACTED] in 2013 and cooperated fully with the TIU (as it then was).³⁴

Charge 3 – D.2.a.ii TACP 2018 – failure to report

81. CR denies having any contact with [REDACTED] despite the message from [REDACTED] to [REDACTED] saying, in reference to [REDACTED] “*Clement told me that their relationship was sentimental*”.³⁵
82. Regarding the corrupt approaches made to [REDACTED] in May 2018, CR states that [REDACTED] and [REDACTED] are close friends and CR was not privy to all their exchanges.
83. CR denies ever being [REDACTED] [REDACTED] and claims that he was accredited as such during [REDACTED] for practical reasons despite being present in his capacity as [REDACTED] [REDACTED]. He avers that his work as a full-time [REDACTED] at the Mouratoglou Tennis Academy prevented him from coaching anyone else³⁶ and he relies on the evidence of his colleague, Mr. [REDACTED] [REDACTED] who confirmed

³⁴ Email from Clement Reix to [REDACTED] [REDACTED] (TIU), 24 February 2013.

³⁵ Text messages between [REDACTED] [REDACTED] and [REDACTED] [REDACTED] 15 May 2018 – 4 June 2018, row 983.

³⁶ Transcript of the Hearing, 14 June 2023, p 68, lines 1-4.

that CR was working full-time at the Mouratoglou Tennis Academy in Nice since June 2017.³⁷

84. CR submits that on the preponderance of the evidence the third charge against him is not made out.

Sanction

85. CR submits that in the event the AHO holds CR liable for any of the Charges, the Sanction requested by the ITIA should be reduced.
86. Regarding the aggravating factors noted by the ITIA, CR submits that Ms. Hamlet sent the Notice to the address of CR's parents and not his personal address. CR lives in the South of France and [REDACTED] live in the North. He therefore did not receive the Notice. CR further submits that he did not waste the time and effort of the ITIA or the AHO, as he was not aware that he could appoint a counsel when he received the email dated 15 December 2023 from the ITIA. CR submits that he does not have a good knowledge of English and the ITIA procedure, and he acted in good faith.
87. CR also submits that the AHO must consider certain mitigating factors, including "*Good character and / or exemplary conduct*", stated in the Guidelines. CR submits that he has never been sanctioned. He was approached for match fixing in 2013, however, he immediately alerted the TIU (as it then was) and provided all the information. CR notes that he has not completed the TIPP, as it was not in existence at the time when he played professionally.
88. CR claims the ban recommended by the ITIA is disproportionate and it would be disproportionate for CR to be banned for more than one year. He requests that any ban should be suspended in its entirety.
89. Regarding the fine, CR submits that his only income is from tennis, and a fine of more than US\$5,000 would be unduly onerous in view of his low income.

³⁷ Transcript of the Hearing, 14 June 2023, p 53, lines 14-19; Transcript of the Hearing, 14 June 2023, p 55, lines 14-15.

IX. THE RELEVANT PROVISIONS OF THE TACP 2018 AND 2022

90. Section D.1.f of the TACP 2018 provides:

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

91. Section D.2.a.ii of the TACP 2018 provides:

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

92. Additionally, Section E.1 of the TACP 2018 provides:

Each Player shall be responsible for any Corruption Offense committed by any Covered Person if such Player either (i) had knowledge of a Corruption Offense and failed to report such knowledge pursuant to the reporting obligations set forth in Section D.2. above or (ii) assisted the commission of a Corruption Offense. In such event, the AHO shall have the right to impose sanctions on the Player to the same extent as if the Player had committed the Corruption Offense.

93. As regards Sanctions, Section H.1 of the TACP 2022 provides in the relevant part that:

...the penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:

a. With respect to any Player, (i) a fine of up to \$250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any

Corruption Offense, (ii) ineligibility 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 (d)-(j) Section D.2.and Section F ineligibility from Participation in any any Sanctioned Events for a maximum period of permanent ineligibility unless permitted under Section H.1.c.

b. With respect to any Related Person or Tournament Support Person, (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 not less than one year, and (iii) with respect to any violation of clauses (c)-(i) of Section D.1, ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility.

c. A Player who has been declared ineligible from Participation in a Sanctioned Event shall be permitted to receive accreditation or otherwise access a Sanctioned Event if invited to do so by any Governing Body for the purpose of any authorized anti-gambling or anti-corruption education or rehabilitation program organized or sanctioned by that Governing Body.

X. REASONS

A. ADMISSIBILITY OF EVIDENCE AND BURDEN OF PROOF

94. Section G.3.c. of the TACP states “[...] *Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.*”

95. In *Khali, Mesbahi & Kilani v. ITIA*³⁸ (the ***Khali award***) there is a discussion on admissibility of evidence. The CAS Panel (the ***Panel***) finds Section G.3.c. of the TACP to be consistent with the position in international arbitration, which is that: “[...] *the arbitral tribunal is not bound to follow the rules applicable to taking of evidence before the courts of the seat.*” Applying this principle, the Panel held that the evidence on record, that was obtained from Belgian criminal authorities, was admissible. The present case also arises from the same Belgian investigation.
96. In the *Khali award*, the Panel also noted that the CAS Code does not contain any provision as to the assessment of evidence in a CAS proceeding and by implication in an AHO evaluation and Decision. 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. It was further noted that Section G.3.c. of the TACP applies a similar rule according to which 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 in her discretion. The Panel goes on to distinguish between direct and circumstantial evidence stating that “*Direct evidence is evidence that, if believed, directly proves a fact. Circumstantial evidence differs since it requires a trier of fact to draw an inference to connect it with a conclusion of fact.*”
97. G.3.a of the TACP 2022 provides that the ITIA must prove the charges on the preponderance of the evidence as follows:

The ITIA (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the ITIA has established the commission of the alleged Corruption Offense by a preponderance of the evidence.

³⁸ CAS Award 2021/A/8531 issued in March 2023, paras 29-87.

98. The standard of preponderance of evidence is met if “*the proposition that the Player engaged in attempted match-fixing is more likely than not be true*”.³⁹ This standard is the equivalent of the English law standard of proof of “*balance of probabilities*”. The AHO has applied this standard of proof to the Charges.
99. 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 2022.⁴⁰

B. MERITS

100. The AHO now turns to analysis of the evidence regarding each charge against CR.

Charge 1 – D.1.f TACP 2018 – accepting money to negatively influence best efforts

101. The ITIA’s allegation is that [REDACTED] associate and money mule, [REDACTED] transferred US\$1,000 to CR via Western Union on [REDACTED] January 2018 as payment for fixing Match 1.
102. The exact terms of the fix are unknown. The ITIA did not receive any betting alerts in relation to Match 1. Additionally, the data procured by the ITIA from the Belgian investigation did not include any communication involving discussion of a fix between [REDACTED] or his associates on the one hand and [REDACTED] or CR or an intermediary on the other hand. The ITIA therefore relies on the screenshot of the Payment, which was made by [REDACTED] to CR on the [REDACTED] January 2018. Ms. Hamlet noted in her testimony that [REDACTED] was one of [REDACTED] many

³⁹ See *Köllner v. ATP, WTA, ITF & Grand Slam Committee*, CAS 201 1/A/2490 dated 23 March 2012; *Bracciali v. PTIOs* CAS 2018/A/6048 dated 15 August 2022.

⁴⁰ See Decision of AHO Richard McLaren in *ITIA v Baptiste Crepatte*, 19 April 2023, para 57.

money-mules and was involved in sending payments to two other tennis players, who have since been convicted and have received lifetime bans.⁴¹

103. CR claims that he did not receive any money from [REDACTED] or [REDACTED] as supported by CR's bank statement.⁴² However, the AHO considers that CR's bank statement is, at best, inconclusive evidence that he did not receive the payment since a Western Union transfer can be collected in cash.⁴³ CR's explanation for the existence of the Payment confirmation is that it could have been created as an inducement for [REDACTED] to fix matches.
104. The Parties accept that each time a person sends money via Western Union, they receive a 10-digit MTCN on the receipt. It is unclear whether the MTCN was or could have been checked by the Belgian authorities in between 2018-2020 to confirm whether the Payment was collected by CR.
105. The existence of the Payment confirmation, which was sent to CR through [REDACTED] a known money mule of [REDACTED] is strong evidence of CR's involvement in match fixing. The explanation offered by CR for its existence, i.e., it was to induce [REDACTED] to commit a corruption offence rather than remunerate [REDACTED] for one is inconsistent with [REDACTED] known methodology which is to pay players and intermediaries after the fix and not before. The AHO prefers the evidence of Ms. Hamlet on these points and concludes that CR received the Payment in exchange for a fix in relation to [REDACTED] match as an intermediary. The AHO also accepts the ITIA's submission that the betting alert received in relation to Match 2 is strong evidence that [REDACTED] was involved in match fixing at around that time. In a voicemail message left on Mr. [REDACTED] mobile phone [REDACTED] basically admits [REDACTED] involvement stating that "*there only thing one thing I did in my life and I'm not proud of, but there is no way they can finish me for 6 match when I did only one thing on one match.*"⁴⁴ Although the ITIA has

⁴¹ Transcript of the Hearing, 14 June 2023, p 35, lines 7-16.

⁴² Societe Generale bank account statement of Clement Reix from 23 December 2017 to 22 February 2018..

⁴³ Transcript of the Hearing, 14 June 2023, p 21, lines 14-15.

⁴⁴ First Witness Statement of [REDACTED] [REDACTED] 6 April 2023, p 2.

struggled to identify the specific fix for Match 1 on the facts of the case, the Payment confirmation speaks volumes.

106. Section D.1.f of the TACP 2018 provides that “*No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration with the intention of negatively influencing a Player’s best efforts in any Event.*” The transfer of Payment from █████ a known money mule of █████ to CR demonstrates that CR directly received money with the intention of negatively influencing █████ best efforts at an Event in breach of Section D.1.f of the TACP 2018.
107. The AHO therefore concludes that, on a preponderance of evidence, CR violated Section D.1.f of the TACP 2018.

Charge 2 – D.2.a.ii TACP 2018 – failure to report

108. Charge 2 relates to failure of CR to report the corrupt approach to █████ which was the subject of the Charge 1.
109. Charge 2 follows from Charge 1. The AHO has concluded in relation to Charge 1 that it is more likely than not that CR received the Payment from █████ as an intermediary in exchange for a fix of █████ match. This demonstrates that CR knew █████ received a corrupt approach.
110. Section D.2.a.ii of the TACP 2018 provides that “*In the event any Player knows or suspects that any other Covered Person or other individual has committed a Corruption Offense, it shall be the Player’s obligation to report such knowledge or suspicion to the TIU as soon as possible.*” CR, as a former professional tennis player, was obliged to inform the TIU (as it then was) of the corrupt approach received by █████ The AHO’s conclusion on Charge 1 above demonstrates that CR knew a corrupt approach was made to █████ however, he failed to report the same in breach of the obligation under Section D.2.a.ii of the TACP 2018.
111. The AHO therefore concludes on the preponderance of the evidence that CR violated Section D.2.a.ii of the TACP 2018.

Charge 3 – D.2.a.ii TACP 2018 – failure to report

112. Charge 3 relates to a failure by CR to report the commission of corrupt approaches made by ■ to ■ in May 2018.
113. The ITIA alleges that the communications between ■ and ■ on 16-17 May and 24 May 2018 clearly demonstrate that: (i) ■ made corrupt approaches to ■ (which ■ declined); (ii) ■ and ■ were in direct contact with CR; and (iii) ■ and CR had a close association during this period. The ITIA also relies upon the fact that CR was named as ■ “coach” in the accreditation for ■ in May 2018.
114. The ITIA claims that CR had knowledge of the corrupt approaches made to ■ in May 2018 and was under an obligation to report them. The ITIA requests that the AHO draw an inference that he knew or suspected based on: (i) the communications between ■ and ■ in which ■ suggests that he is in direct contact with CR; and (ii) the fact that CR attended the match at ■ in May 2018 as a ■ and ■ of ■ alongside ■ as ■ “guest”.
115. As noted above, Section D.2.a.ii of the TACP 2018 requires Players to report corrupt approaches in the event they know or suspect the same. The messages between ■ and ■ that directly mention CR, do not directly relate to fixing ■ matches. They merely discuss the status of CR and ■ relationship. The ITIA’s case on this charge rests largely on the general proximity of CR to ■ and ■ at the time as well as ■. However, the AHO accepts that, at the time, ■ and CR were ■ while he worked full time at the Mouratoglou academy.
116. The AHO concludes that in the absence of a more direct link between CR and the match fixing activities of either ■ or ■ there is insufficient evidence to show that it was more likely than not that CR was aware of the corrupt approaches received by ■ in May 2018.
117. The AHO therefore concludes that Charge 3 is not made out on the evidence.

C. SANCTIONS

118. The AHO is mindful that match fixing is a serious threat to tennis and the imposition of lenient sanction would defeat the purpose of the TACP. However, any sanction imposed must both be proportional to the offense and consistent with prior cases. There are three charges against CR under the 2018 TACP. They are:
- (a) D.1.f receiving money on the basis of not giving best efforts – one charge; and
 - (b) D.2.a.ii non-reporting – two charges.
119. The AHO has found CR liable for two charges, i.e., under Section D.1.f and Section D.2.a.ii.
120. The Guidelines provide that where there are multiple Corruption Offenses, in the interests of efficiency, they should be taken together in one concurrent sanctioning process – i.e., a single sanction is imposed.
121. As stated above, for the reasons outlined, the ITIA has recommended a fine of US\$15,000 and a ban for a period of three years. 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.
122. The Guidelines are not strictly binding on AHOs who retain full discretion in relation to the sanction imposed. However, their application promotes fairness and consistency in sanctioning across tennis. Therefore, the AHO has followed the process outlined in the Guidelines to reach her decision.
123. The Guidelines set out a five step-process to determine the appropriate sanction as follows:
- (a) Determining the offense category;
 - (b) Starting point and category range;

- (c) Consideration of reduction for early admissions;
- (d) Consideration of other factors which may merit a reduction including substantial assistance; and
- (e) Setting the amount of the fine (if any).

These are addressed in turn below.

1. Determining the offence category

- 124. This step requires the AHO to determine the level of culpability and the level of impact on the sport.
- 125. As regards the level of culpability, the AHO accepts the ITIA's submission that CR's level of culpability falls within category B which is medium culpability. The principal reasons for this conclusion are that CR has been found liable for two Corruption Offences which he committed in concert with others requiring some premeditation and planning. These factors together are the hallmarks of medium/category B culpability. Since CR has not put forward any evidence that he was involved through coercion, intimidation or exploitation and because he committed more than one offense, the AHO considers that a lower category C classification would be inappropriate.
- 126. As regards impact, the ITIA has conceded that the impact of CR's conduct sits between categories 2 and 3. The AHO considers that the impact of CR's conduct is more properly characterised as falling within category 3. Although the offences are major, the impact of CR's conduct on the reputation and integrity of tennis is relatively less serious as his involvement was limited to that of an intermediary who accepted payment on behalf of his then spouse and then failed to report ██████. Moreover, the ITIA's case is that he received US\$1,000 on behalf of ██████ and its therefore unclear whether there was any material gain for CR personally.
- 127. For all these reasons, the AHO considers that CR's offense category is B3.

2. Starting point and category range

128. Under the Guidelines, the starting point for a category B3 offense is a six-month suspension and the category range is a six-month to five-year suspension. The AHO considers the starting point of a six-month suspension to be appropriate in the circumstances.

3. Factors which may be considered to increase seriousness

129. The AHO accepts the ITIA's submission that there are several aggravating factors in this case, including and in particular, CR's failure to respond to the request of Ms. Hamlet to attend an interview, his failure to cooperate with the directions in PO#1 and the recommendation from the AHO to appoint counsel. All these factors have increased the time and cost of these proceedings.

4. Other factors which may merit a reduction including substantial assistance

130. The AHO has considered CR's submissions that he ceased to be a professional tennis player in 2013 and that he did not complete the TIPP as it was not in existence during his time as a professional tennis player. However, the AHO concludes he was aware of his obligations and he has not claimed the contrary in his evidence.
131. The AHO notes that CR produced evidence indicating that he alerted the competent authorities when he was approached in 2013 in relation to fixing a match. However, the AHO notes that this is not relevant to the case at hand.
132. The AHO accepts the ITIA's submission that CR did not offer any substantial assistance to the ITIA that would merit any reduction.
133. In light of the aggravating circumstances and after considering the mitigating circumstances asserted by CR, the AHO decides that an appropriate ban in line with the Guidelines is a 1-year suspension.

5. The Fine

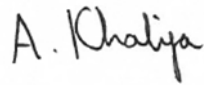
134. The Guidelines, include a fines table showing a number of scales based on the number of Major Offenses that are proven or admitted. In the present case, CR has been found liable for two charges which yields a fine scale of between US\$0 to US\$25,000. The Guidelines also provide that “[o]rdinarily where there is a period of suspension a fine of at least \$1000 should also be imposed.”
135. 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.
136. Considering the number of offenses, the categorisation of the offense as B3, the aggravating factors, the absence of mitigating factors, and the financial means of CR, the AHO decides that the appropriate fine in this case is US\$10,000.

XI. DECISION

137. CR, a Covered Person as defined in Section B.10 and B.32 of the TACP 2022 and B.6 and B.22 of the TACP 2018, is liable for Corruption Offenses pursuant to the following sections of the TACP 2018:
- (a) D.1.f – accepting money with the intention of negatively influencing a Player’s best efforts – one charge; and
 - (b) D.2.a.ii – failure to report– one charge.
138. Pursuant to the TACP and the Guidelines, the sanctions imposed upon the Player as a result of these Corruption Offenses are:
- (a) A ban of one (1) year from Participation, as defined in section B.26 of the TACP, in any Sanctioned Event as prescribed in section H.1.a.(iii) TACP, effective on the date of this Decision; and
 - (b) A US\$10,000 fine as prescribed in section H.1.a.(i) TACP.

139. Pursuant to section G.4 TACP, this award on sanction is to be publicly reported.
140. Pursuant to section G.4.d TACP this award on sanction is a full, final, and complete disposition of this matter and is binding on all parties.
141. This Decision can be appealed to Court of Arbitration for Sport in Lausanne, Switzerland within twenty business days from the date of receipt of the Decision by the appealing party.

Dated at Dubai, United Arab Emirates 25 day of July 2023



AMANI KHALIFA
Anti-corruption Hearing Officer