

In the matter of alleged Corruption Offenses under the Tennis Anti-Corruption Program

The International Tennis Integrity Agency

-and-

Sanjar Fayziev

Before Anti-Corruption Hearing Officer:

Janie Soublière

Representing the International Tennis Integrity Agency :

Ross Brown

George Cottle

Julia Lewis

Representing Sanjar Fayziev:

Feruz Bobokulova

DECISION ON SANCTION

SUMMARY

1. Sanjar Fayziev was found liable for five breaches of the Tennis Anti-Corruption Program (TACP) (hereinafter 'the Program' or the 'TACP') related to the fixing of two (2) tennis matches in 2018.
2. The AHO's reasoned Ruling on Liability is attached as an Addendum to this Decision on Sanction.
3. Mr. Fayziev is hereby sanctioned with a three years and six months participation ban (six months of the ban are to be suspended should this Decision be respected by the Covered

Person after three years and he not be found guilty or any other corruption Offenses) and a USD 15 000 USD fine as a consequence to his five TACP Offenses.

INTRODUCTION

4. This dispute involves the International Tennis Integrity Agency ('ITIA') and Sanjar Fayziev, a professional tennis player.
5. On 13 December 2022, the ITIA charged Mr. Sanjar Fayziev, Mr. [REDACTED] [REDACTED] and Mr. [REDACTED] [REDACTED] (all 'Covered Persons' or individually 'the Player' herein) with various TACP Corruption Offenses. The four (4) Charges [REDACTED] faced related to his involvement in the fixing professional tennis matches played at tournaments in 2016 and in 2018.
6. Janie Soublière holds an appointment as an AHO per Section F.1 of the TACP. The AHO was appointed without objection by any party to these proceedings as the independent and impartial adjudicator to determine this matter as set out in the 2022 TACP, which governs all procedural aspects of this dispute.
7. Mr. Fayziev denied the charges and requested a hearing before an AHO which was held on 29 and 30 June 2023.
8. This case was consolidated with the cases of Messrs. [REDACTED] [REDACTED] and [REDACTED] [REDACTED] pursuant to Section G.1.c.iii of the TACP because all Charges being faced by the three Covered Persons pertain to the same alleged conspiracy, common scheme or plan. Thus, the procedure for all Covered Persons was joined with a sole hearing being held. However, separate decisions on liability and then on sanction are being issued for each Player.
9. In her Ruling on Liability on 25 July 2023, the AHO found Mr. Fayziev liable for three out of the four Charges brought against him by the ITIA, amounting to five (5) TACP breaches or offenses.
10. This is the AHO's Decision on Sanction.

THE PARTIES

11. The ITIA is appointed by the Governing Bodies who participate in the TACP, namely the ATP Tour Inc., the Grand Slam Board, the International Tennis Federation ('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 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. The ITIA is empowered to investigate potential breaches of the TACP and to later bring charges against covered persons where they conclude that there are sufficient grounds to do so.

12. Mr. Fayziev is a 29-year-old Uzbekistani national, and a professional tennis player. He reached his career-high singles ranking of 209 in June 2022. All players who wish to play in professional tennis tournaments must register for an ITF International Player Identification Number ('IPIN'). Mr. Fayziev first registered in January 2010 and received the IPIN FAY1209866. Professional tennis players are required to endorse the ITF Player Welfare Statement ('PWS') expressly on an annual basis which requires compliance with the TACP and the Tennis Anti-Doping Programme. The PWS contains clear wording that the relevant player is bound by the terms of the TACP, and the player acknowledges and accepts this by confirming their agreement to the content of the PWS. Mr. Fayziev has endorsed the PWS every year from 2010 to 2022 but did not do so in 2020. He is, therefore, a Covered Person under the TACP. The mandatory Tennis Integrity Protection Programme ('TIPP') 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). Mr. Fayziev completed the mandatory TIPP on several occasions, most recently on 16 April 2022.

APPLICABLE LAW AND JURISDICTION

13. Mr. Fayziev and the ITIA agree that the substantive allegations of this dispute are governed by the TACP in force when the alleged Corruption Offenses brought against him occurred and that he is a Covered Person under each respective TACP.
14. Mr. Fayziev and the ITIA agree that the procedural rules applicable to the resolution of this dispute are the 2022 TACP and that he is a Covered Person under the same.
15. Mr. Fayziev has not objected to the appointment of the AHO, undersigned, to hear this matter. She has been properly appointed and seized of the matters in dispute.
16. Mr. Fayziev has raised no other matters relating to jurisdiction or the arbitrability of these matters.

PROCEDURAL BACKGROUND

17. On 25 July 2023, immediately after the issuance of each individual Ruling on Liability, the AHO issued Procedural Order 2 to all parties outlining the procedural calendar that had been agreed upon at the outset of the hearing.

18. On 9 August 2023, Mr. Fayzeiv appealed his Provisional Suspension and sought the retraction of the ITIA's press release publicising his Provisional Suspension, which were both objected to by the ITIA. Further to both Parties making submissions on the admissibility of the appeal the AHO ruled inter alia as follows:

"(...)upon another careful review of the 2022 TACP, the AHO is satisfied that, although it is not expressly stated at Section G.4.a, a mandatory Provisional Suspension imposed by an AHO further to making a determination on a Covered Person's liability, is not subject to appeal and cannot be appealed, whether under Section F.3.c. or any other TACP provision.

Firstly, if a Covered Person has already been found liable for a major corruption Offense at the time a Provisional Suspension is imposed, logic and the balance of interests (determinative in appeals regarding provisional suspensions or any other provisional measures) both clearly favour the ITIA because protecting the integrity of tennis and the ITIA entails not allowing an individual who has been found liable for major corruption Offenses to continue to compete whilst awaiting sanctioning. This is precisely why the imposition of a Provisional Suspension by an AHO is mandatory at Section G.4.

To dispel any doubts, the AHO confirms that it is she and not the ITIA who ordered the imposition of the Provisional Suspension pursuant to Section G.4.a and refers specifically to paragraph 138 of the Order section in her Ruling on Liability in this regard. The ITIA did not impose the Provisional Suspension, it merely implemented the AHO's order as required.

In addition, Section F.3.e clearly distinguishes between a Provisional Suspension imposed by the ITIA as opposed to a mandatory Provisional Suspension imposed by an AHO under Section G.4.a.

Section F.3.e., notably its first two bullets when read in conjunction with Section G.4., firmly closes the door on the appeal requested by Mr. Fayzeiv.

Section F 3. e reads as follows:

F.3.e. A Provisional Suspension shall remain in force unless or until:

F.3.e.i. on appeal by the Covered Person, an AHO overturns a Provisional Suspension imposed by the ITIA;

F.3.e.ii. an AHO issues a Decision including the sanction (if any) in the Covered Person's case pursuant to Section G.4;

Therein the TACP makes a clear distinction between :

(i) a Provisional Suspension imposed by the ITIA that may clearly and expressly be the subject of appeal under Section F 3.c and can be overturned.
and

(ii) a mandatory Provisional Suspension imposed by an AHO under Section G.4, which is mandatory due to a finding on liability and not subject to appeal. Such a Provisional Suspension must remain in place until the Decision in Sanction is issued pursuant to F.3.e ii. and cannot be overturned.

The latter applies here.

Ruling

For the above reasons, the AHO finds Mr. Fayziev's application to appeal his mandatory Provisional Suspension to be inadmissible. Such an appeal is neither envisioned nor provided for in the TACP.

Subsequently, the AHO finds that the ITIA's Press Release need not be subject to any retraction. There was no appeal period that needed to expire prior to publication because the mandatory Provisional Suspension could not be appealed (for the reasons outlined above)."

19. All parties later respected the procedural calendar with regards to the Submissions on Sanctions.

THE PLAYER'S LIABILITY

20. In the AHO's Liability decision on 25 July 2023, Mr. Fayziev was found to be liable for the following five TACP breaches in relation to two separate matches:

- One breach of Section D.1.d of the 2018 Program in relation to his match against [REDACTED] [REDACTED]

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

- One breach of Section D.1.d, and one breach of Section D.1.f of the 2018 Program in relation to an unidentified match for which 6000 USD was received by the Player (3000 USD received by him and another 3 000 USD received by [REDACTED])

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

And

“No Covered Person shall, directly or indirectly, receive any money, benefit or Consideration on the basis of not giving their best efforts in any Event and/or negatively influencing another Player’s best efforts in any Event.”

- Two breaches of Section D.2.a.i of the 2018 Program for failing to report [REDACTED] corrupt approaches to the ITIA.

“In the event any Player is approached by any person who requests the Player to (i) influence the outcome or any other aspect of any Event, or (ii) provide Inside Information, it shall be the Player’s obligation to report such incident to the ITIA as soon as possible, even if no money, benefit or Consideration is offered or discussed.”

PARTIES’ SUBMISSIONS ON SANCTION

21. The AHO has carefully considered the totality of the Parties’ written Submissions on Sanction. They are summarised below. Additional facts and allegations found in the Parties’ submissions and evidence may be set out, where relevant, in connection with the legal discussion that follows. The AHO refers in her award only to the submissions and evidence she considers necessary to explain its reasoning.

I. ITIA SUBMISSIONS

22. The ITIA seeks the imposition of a period of ineligibility of eight years for Mr. Fayziev as well as a fine in the \$15,000- \$25,000 range.
23. The ITIA relies on the ITIA Sanctioning Guidelines (the Guidelines which were first issued in March 2021 by the Tennis Integrity Supervisory Board (the Supervisory Board) and updated on 1 July 2022. They outline the following five-step process by which to determine the appropriate sanction in a particular case:
1. Determining the category of Offense;
 2. Assessing the starting point for a sanction and where in the applicable range the case of Mr. Fayziev falls. This includes the impact of applicable aggravating or mitigating factors;
 3. Consideration of any appropriate reduction for early admissions;
 4. Consideration of any other factors which may merit a reduction in sanction, such as the provision of Substantial Assistance to the ITIA; and
 5. Determining the appropriate fine (if any).
24. The Guidelines provide that where *“there are multiple Corruption Offenses, in the interests of efficiency, they should ordinarily be taken together in one concurrent sanctioning process (albeit taking particular cognizance of the offense(s) which carry(ies) the highest sanction)”*.

The ITIA submits therefore that all Offenses where liability is found are relevant to the consideration of sanction.

The Offenses

25. The ITIA recalls that Mr. Fayziev has been found liable for five TACP Offenses in relation to two separate matches: two Offenses under section D.1.d of the TACP (match-fixing), one Offense under section D.1.f of the TACP (receiving money with the intention of negatively influencing a player's best efforts) and two Offenses under section D.2.a.i of the TACP (non-reporting).
26. The ITIA submits that match-fixing strikes at the very heart of the sport and poses a huge threat to the integrity of tennis and that the match-fixing Offense which Mr. Fayziev has been found liable for represents an extremely serious Corruption Offense and is a severe risk to the sport of tennis.
27. The ITIA further recognizes that the Offense of facilitating others to wager and non-reporting may not be as significant as match-fixing. However it is still a serious Offense which carry the possibility of a lengthy sanction as here the Offense derives from the act of match-fixing and thus must be treated with a similar level of seriousness.
28. As to the Offense of failing to report corrupt approaches, the ITIA submits that it relies on Covered Persons to understand the TACP and to make a confidential report to the ITIA about any issues that concern them as potentially being some kind of corrupt approach that is in breach of the TACP and too many Covered Persons prefer to ignore their concerns and let breaches of the TACP continue on unchallenged. The ITIA thus submits that the sanction imposed on Mr. Fayziev must reflect the necessary deterrent effect that this sanction can, and should, have towards all Covered Persons to ensure that they report their concerns to the ITIA and do so promptly.

The ITIA's Application of the Guidelines to Mr. Fayziev's Offenses

Step 1: Category of Offense

29. The ITIA explains that under the Guidelines, the category for an Offense is split into two parts. The first is the level of culpability which determined by "weighing up all the factors of the case" and then ranked against various criteria in categories A to C. The second is the level of impact that a Covered Person's actions have had which are then ranked against various criteria in categories 1 to 3.

30. As to culpability, relying on the facts and evidence and the reasons of the Ruling on Liability the ITIA submits that Mr. Fayziev sits at the higher end of Category B as each of the factors set out therein are relevant to him:

- Mr. Fayziev clearly displayed “some planning or premeditation” in the Offenses which he has been found liable for. ██████████ ██████████ acted as the middleman between ██████████ ██████████ and various players, such as Mr. Fayziev, who fixed the matches on the court.
- Given the conduct described above, it is clear that Mr. Fayziev is also liable for “acting in concert with others”. Mr. Fayziev acted directly in concert with ██████████ and indirectly with ██████████ irrespective of the extent to which he knew (or claims to have known) of ██████████ involvement in the operation.
- Mr. Fayziev has committed “several offenses”, and is liable for five separate breaches of the TACP in 2018 in respect of at least two different matches.

31. As to impact, again relying on the facts and evidence and the reasons of the Ruling on Liability the ITIA submits that Mr. Fayziev falls between Category 1 and Category 2 on the basis that:

- Mr. Fayziev’s conduct involved “Major TACP Offenses”. Match-fixing and receiving money with the intention of negatively influencing a player’s best efforts are two of the most serious forms of Offense under the TACP, and Mr. Fayziev has been found liable for three such Offenses.
- Mr. Fayziev’s conduct resulted in a “Material impact on the reputation and/or integrity of the sport”. The breaches of the TACP refer to two separate matches in 2018, both of which were fixed for substantial profit. All match-fixing Offenses damage the reputation and integrity of the sport. That impact is exacerbated by multiple Offenses, Mr. Fayziev’s willingness to corrupt his own matches and the involvement of ██████████ and ██████████ ██████████
- As evidenced by Western Union transfers in the case file, there was clearly a “Relatively high value of illicit gain” for Mr. Fayziev personally. Mr. Fayziev has been found liable for a breach of section D.1.f for receiving just over 6000 USD in return for fixing an unknown match in 2018.

32. Although the Guidelines provide AHOs an unfettered discretion to determine the appropriate categorisation, the ITIA submits that the appropriate categorisation of Mr. Fayziev’s offending conduct is category between B1 and B2.

Steps 2-4: Start Point and Range.

33. The ITIA notes that the Guidelines provide that the starting point for category B.1 is a 10-year suspension, whereas the starting point for category B.2 is a three-year suspension. The ITIA therefore submits that the appropriate starting point for Mr. Fayziev is a six years and six months suspension and that there is no basis for any portion of this ban being suspended. It may be increased or decreased depending on mitigating or aggravating circumstances.
34. The ITIA submits that the aggravating factors relevant to Mr. Fayziev are:
- Impeding or hindering the investigation and/or wasting the time of the ITIA – Mr. Fayziev denied any involvement in match-fixing during his interviews with the ITIA on 20 February 2019 and 18 December 2020 respectively. *“Given the AHO’s findings, he was plainly not being truthful in those interviews”*.
 - Given that Mr. Fayziev has been found liable for five out of the seven Offenses, he has effectively been found to have failed to cooperate such that the ITIA investigation and these proceedings were impeded and hindered with its time (as well as costs) wasted.
 - He completed the TIPP online integrity training course on multiple occasions.
35. As to the potential mitigating factors set out in the Guidelines, the ITIA submits that none of those factors apply to Mr. Fayziev. Notably, no admissions of liability or expressions of remorse have been made.
36. The ITIA also emphasizes that Mr. Fayziev has also no offered any Substantial Assistance and does not qualify for a reduction on any other grounds.
37. The ITIA thus submits that, given the starting point should be a six years and six months suspension, an uplift of one year and six months is appropriate in respect of the aggravating factors identified which serve to increase his suspension to eight years.

Step 5: Determining the Fine

38. The ITIA considers that a fine is appropriate and that such a fine would reflect the key aims of the TACP in reaching a reasonable and proportionate sanction which acts as an effective deterrent.
39. The Guidelines provide broad discretion to AHOs in relation to the applicable fine. The Guidelines state:

“Section H.1.a(i) of the TACP allows for fines of up to \$250,000 to be imposed alongside bans and suspensions. The amount of any fine should ordinarily reflect the categorisation of the offense(s) such that, for example, offending categorised as A.1 in the table above may attract a fine at the higher end of the particular scale of the Fines Table . . .”

40. The ITIA submits that Mr. Fayziev has been found liable for three out of the four Charges, which equates to five Major Offenses and relies on the Fines Table in the Guidelines to suggest that the appropriate fine for 1-5 Major Offenses is between \$0 and \$25,000.
41. The ITIA submits that the appropriate fine would be between \$15,000 and \$25,000 as they believe they have established that he received at least \$12,000 in respect of his match-fixing activities.
42. The ITIA therefore submits that it is reasonable, proportionate and in keeping with the Guidelines, that Mr. Fayziev be ordered to serve a ban from the sport of tennis for a period of eight years and pay a fine of between \$15,000 and \$25,000.

II. Mr. Fayziev

43. Mr. Fayziev does not agree with the AHO's Ruling on Liability and reserves his right to raise the reasons and grounds for the same on appeal.
44. Mr. Fayziev cannot present a full response to the ITIA's Sanction Submission

"...because doing so would mean Sanjar Fayziev's agreement and acceptance of the points made by the ITIA in its submissions of August 22, 2023. The fact that Sanjar Fayziev will respond to the ITIA's submissions means his presentation of counter arguments to the ITIA's request for the 8-year suspension and the payment of the money in the amount of 15,000- 25,000 USD, which is equal to accepting these claims of the ITIA and agreeing to them. At the time when Sanjar Fayziev disagrees with the AHO's decision and firmly believes that he is innocent, he cannot afford such acceptance of the claims of the ITIA. doing so would mean that he is in agreement."

45. Mr. Fayziev does not present any mitigating arguments to attempt to lessen the sanction and fine sought by the ITIA. He does however comment on the ITIA's submission to demonstrate what he refers to as the ungrounded nature of the ITIA's submissions and its arbitrary application of the Rules.
46. First, Mr. Fayziev disagrees with the factual circumstances relied upon by the ITIA in making its submissions and requests that the AHO disregard the same. He argues these factual circumstances have not yet been finally decided by the last instance with jurisdiction and that reliance on these facts is inappropriate and irrational.
47. Mr. Fayziev further argues that the ITIA's reliance on the Guidelines demonstrates the ITIA's liberal and arbitrary approach to these proceedings as they lack any basis and proof. He argues that the Guidelines have been established by the ITIA acting as prosecutor, regulator and imposer of sanctions.
48. Mr. Fayziev then points to ongoing inconsistencies and errors in the ITIA's submissions, inter alia the fact that it notes that Mr. Fayziev was found liable for five out of the seven

corruption Offenses with which he was charged and yet to him, in the Notice of Charge sent on 13 December 2022, only five alleged corruption Offenses are listed, while providing details of only four charges.

49. Mr. Fayziev then argues there is an absence of evidence to support the ITIA's submission that he had received at least 12 000 USD for his match fixing activities. He reiterates that he challenged the Western Union transfer evidence to the effect that he received 6000 USD and questions how the ITIA arrived at its conclusion about the remaining 6000 USD.
50. Finally, with regard to the ITIA's proposed eight year sanction, Mr. Fayziev fails to understand the ITIA's logic on how it first reads the Guidelines as starting at six years and six months ban, and then ended up proposing an eight-year ban.
51. Mr. Fayziev request for relief is for all the claims to be dismissed and for no sanction be imposed on him.

DELIBERATIONS

52. The sanctions which may be imposed on Mr. Fayziev by the AHO in relation to the three established charges and four established TACP breaches are set out in section H.1.a of the 2022 TACP. That section reads as follows:

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

Preliminary points

53. Mr. Fayzeiv has been found liable on the facts and evidence of five TACP breaches/Offenses. The AHO agrees with Mr. Fayziev that the semantics used to distinguish between Charges under the TACP, TACP breaches and TACP Offenses can be confusing. This is because some Charges brought under the TACP may involve one or more breaches or Offenses. The four Charges the ITIA initially brought against Mr. Fayziev which include seven possible TACP breaches/Offenses committed were expressly laid out in the Notice of Major Corruption Offense sent to Mr. Fayziev. The Summary paragraph of the Ruling on Liability specifies that out of the four Charges brought against him, Mr. Fayziev was found liable for three Charges, which together consist of five TACP breaches. There is no inconsistency in the same or in the ITIA's submissions. Mr. Fayziev is now being sanctioned for being found liable for three Charges, which consist of five TACP Offenses in total.

54. In issuing this decision, the AHO reiterates that match fixing is a serious menace to tennis. Match fixing is a deliberate, intentional offense directly threatening the purity of competition by eliminating the uncertainty of its outcome, which is the very heart of each tennis match. This is even more so when players work with others into further tarnishing and corrupting the sport and conspiracies are formed and perpetuated to this end. The imposition of lenient sanctions would defeat not only the TACP's attempts and efforts to eradicate such corruption but also the TACP's efforts to circumvent recidivism and deter other players from being swayed by the possible windfalls of match fixing, which the AHO fully appreciates are often considerably greater than a player's usual earnings for the event in question.
55. The fact that a Supervisory Body has developed TACP Sanctioning Guidelines does not in any way affect Mr. Fayziev's rights or create an imbalance of power. The Sanctioning Guidelines are developed to guide AHOs in making decision on sanction and fines. They are not mandatory. But they provide useful standards for AHO's to ensure that the sanctions they impose on Covered Persons who are found liable for corruption Offenses are treated consistently and proportionally to their Offense(s). This is very much like case law has established in all spheres that any sanction imposed must both be proportional to the offense and within the usual sanctions imposed in similar circumstances in order to ensure as a matter of fairness and justice that a certain degree of consistency is applied in the imposition of sanctions, here resulting from established TACP breaches.
56. Finally, for an AHO to rely (whether wholly or loosely) on the TACP and the Sanctioning Guidelines prepared by the ITIA's Supervisory Board is entirely proper, unlike Mr. Fayziev argues. In this regard the AHO refers to this passage from CAS 2016/A/4388:

Tennis, an individual sport subject to many variances, is an obvious target for those who want to fix matches and may be particularly vulnerable since the approach to only one participant appears sufficient to obtain the illegal result. Players must be reinforced in their resistance to such corrupt approaches, or at least deterred from yielding to them. CAS must, applying considerations of legality and proportionality, respect in its awards the approaches of such regulators devoted to such virtuous ends.” (emphasis is the AHOs).

The Appropriate Participation Ban

57. As provided at the outset of the same, the Sanctioning Guidelines:

“are a reference tool for AHOs which aim to provide a framework to support fairness and consistency in sanctioning across the sport. The Guidelines are not binding on AHOs but set out principles and various indicators and factors which AHOs may consider appropriate to take into account in their decision making. AHOs retain full discretion in relation to the sanctions to be imposed in accordance with the TACP

and may apply or depart from the guidelines in accordance with the circumstances of the case.”

58. The AHO accepts the ITIA’s submission that the multiple Major Offenses committed by Mr. Fayziev place him between a B.1 (starting point 10 years) and B2 (starting point three years) Offenses Category. This unambiguously explains why the ITIA has proposed as a starting point six years and six months ban.
59. The ITIA seeks an eight-year ban because it believes it has highlighted sufficient aggravating circumstances to justify the same and that no mitigating elements exist therefore justifying a one year and six months increase in sanction. Unlike Mr. Fayziev argues, the ITIA’s logic behind this uplift is quite clear its Submissions.
60. Mr. Fayziev on the other hand, has not brought forward any mitigating factors to assist the AHO in quantifying the sanction and fine that should be imposed as a result of the five TACP Offenses for which the AHO has found him liable on the facts and evidence before her, as outlined in full in her Ruling on Liability. The AHO appreciates that whilst reserving his right to appeal, Mr. Fayziev has avoided making any submissions that could amount to an admission. However, he would have done well to bring forward some mitigating factors to assist the AHO in her determination, given that further to liability being established, the imposition of a sanction and fine were inevitable outcomes to this matter.
61. The ITIA has on the contrary brought forward a myriad of aggravating factors the AHO should rely upon when making her decision which should justify raising the six years and six months to eight years, including Mr. Fayziev multiple Major Corruption Offenses which required premeditation, his lack of admissions, his failure to cooperate with the investigation etc.
62. Both parties’ positions have been taken into consideration. Under the circumstances, the AHO relies and refers *inter alia* on:
 - Her Ruling on Liability finding Mr. Fayziev liable for committing Major Corruption Offenses and all the evidence upon which the Ruling on Liability was made.
 - The TACP Sanctioning Guidelines and legal precedent.
 - Mr. Fayziev’s maintained line of defense and refusal to make admissions.
 - The fact that premeditation and acting in concert with others were both involved in the Offenses related to the two most serious established Charges.
 - The fact that Mr. Fayziev does not hold a position of trust or responsibility within the sport and, on the evidence, benefited only from “material gain” as opposed to a “relatively high value of illicit gain”, thereby falling closer to a B.2 than a B.1 Categorization under the Guidelines.

63. Consistent with recent AHO decisions¹ all the while noting the unique circumstances of this and each case argued on the TACP, the AHO finds that the imposition of a participation ban of three years and six months on Mr. Fayziev is appropriate, six months of it to be suspended should he respect the Decision on Sanction and not be sanctioned with additional Corruption Offences.

The Appropriate Fine

64. There needs to be an effective deterrent from Covered Persons to partake in match fixing. This is why the TACP provides not only for participation bans but also fines to be imposed on Covered Person when found liable, notably for when Major Corruption Offenses are committed.

65. Relying on the same passage from CAS 2016/A/4388 cited above, the AHO is mindful in issuing its decision on sanction that it must respect the approach of the ITIA regulators. Thus, reasonable and proportionate a fine can be imposed on Mr. Fayziev in addition to ban imposed as it was clearly intended by the TACP regulators both in the TACP and the Guidelines. For clarity, the AHO here cites Section H.1.a once again as it reads that a player be imposed *“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”*.

66. The ITIA seeks the imposition of a total fine between 15 000 USD and 25 000 USD for the reasons outlined above.

67. Whilst electing not to make submissions on the appropriate fine, Mr. Fayziev has challenged how the ITIA came up with the 12 000 USD. The AHO accepts that although it appears that Mr. Fayziev was perhaps to be paid an additional 6000 USD for his match against ██████████ that fix did not go as planned (as discussed in the Ruling on Liability). The ITIA has thus only been successful in establishing, by way of the Western Union transfers, that he received 6000 USD for the unknown fix. This is therefore the minimum amount that would have been received by Mr. Fayziev as a result of his match fixing activities, and one that he must repay, *“in addition to a fine of up to \$250 000.”*

68. Because Mr. Fayziev has committed multiple Major Corruption Offenses and has neither admitted the offenses in question nor cooperated with the ITIA’s investigation nor suggested any mitigating factors the AHO might wish to consider in making her ruling, contrary to what he alleges, in addition to the repayment of monies he gained from his corrupt activities, the AHO finds, as established by TACP and CAS case law², that it is appropriate to impose an additional fine upon on him.

¹ See for example ITIA v. Crepatte

² See for example ITIA v Hossam 2022 and CAS 2020A7129& 7130

69. In a recent decision under TACP decision, a Player was fined 15 000 USD further to committing a similar amount of Corruption Offenses without any evidence of having received monies³. The AHO underlines, if only for his benefit, that here Mr. Fayziev did, on the evidence, receive 6000 USD for his match fixing Offenses. Therefore the fine ordered herein is both reasonable and proportionate to his infraction and consistent with recent case law.

70. Relying on the Guidelines, the evidence the Ruling on Liability and TACP precedent, the AHO finds that because it has been established on a balance of probabilities that Mr. Fayziev received at least 6 000 USD for his match fixing activities, which he now must reimburse, the imposition of an additional fine is appropriate to account for his commission of multiple Major Corruption Offenses involving working in concert with others. The AHO adds an additional 9 000 USD fine to the monies to be repaid. The AHO thus imposes a 15 000 USD fine on Mr. Fayziev as a result of five established TACP Offenses.

ORDER

81. The Player, Sanjar Fayziev, a Covered Person as defined in Section B.10 of the TACP, has been found liable as follows:

- One breach of Section D.1.d of the 2018 Program in relation to his match against [REDACTED] [REDACTED]
- One breach of Section D.1.d and D.1.f of the 2018 Program in relation to an unidentified match for which 6 000 USD was received by the Player and in [REDACTED]
- Two breaches of Section D.2.a.i of the 2018 Program for failing to report [REDACTED] [REDACTED] corrupt approaches to the ITIA.

71. Pursuant to the TACP, the sanctions imposed upon Mr. Fayziev as a result of these Corruption Offenses are:

- i. Pursuant to TACP Section H.1a.(iii), three years and six months ban from “participation in any sanctioned events”, as defined in TACP Section B.26, starting effectively from the date of this Decision (with a credit for any period of provisional suspension already served). Six months of the participation ban are to be suspended should this Decision be respected by the Covered Person after three years and he not be found guilty or any other corruption Offenses.

³ See for example ITIA v. Crepatte, where the Player was fined \$15000.


ii. A 15 000 USD fine as prescribed in TACP Section H.1.a(i), which may be repaid in accordance with an agreed upon payment plan.

72. Pursuant to TACP Section G.4.e., this Decision on Sanction is to be publicly reported.

73. Pursuant to TACP Section G.4.d. this Decision on Sanction, read in conjunction with the AHO's Ruling on Liability, is a full, final, and complete disposition of this matter and is binding on all parties.

74. 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 Beaconsfield, Quebec this 4th day of October 2023

A handwritten signature in black ink, appearing to be 'Janie Soublière', written over a horizontal line.

Janie Soublière C. Arb.
Anti-Corruption Hearing Officer

In the matter of alleged Corruption Offences under the Tennis Anti-Corruption Program

The International Tennis Integrity Agency

-and-

Sanjar Fayziev

Before Anti-Corruption Hearing Officer:

Janie Soublière

Representing the International Tennis Integrity Agency :

Ross Brown

George Cottle

Julia Lowis

Representing Sanjar Fayziev:

Feruz Bobokulova

RULING ON LIABILITY

SUMMARY

The International Tennis Integrity Agency (hereinafter the 'ITIA') charged Mr. Sanjar Fayziev (along with [REDACTED] and [REDACTED] with corruption offences in contravention to the Tennis Anti-Corruption Program (hereinafter 'the Program' or the 'TACP').

The four (4) charges brought against Sanjar Fayziev relate to the alleged fixing of at least two matches and amount to seven possible TACP offences as detailed herein:

Charge 1

- One alleged breach of Section D.1.b of the 2016 Program by directly or indirectly soliciting or facilitating any other person to wager on the outcome or any other aspect of any Event or any other tennis competition.

- One alleged breach of Section D.1.d of the 2016 Program by directly or indirectly contriving or attempting to contrive the outcome or any other aspect of any Event.

Charge 2

- One alleged breach of Section D.1.d of the 2018 Program by directly or indirectly contriving or attempting to contrive the outcome or any other aspect of any Event.

Charge 3

- One alleged breach of Section D.1.d of the 2018 Program by directly or indirectly contriving or attempting to contrive the outcome or any other aspect of any Event.
- One alleged breach of Section D.1.f of the 2018 Program by directly or indirectly soliciting or accepting any money, benefit or Consideration with the intention of negatively influencing a Player's best efforts in any Event.

Charge 4

- Additionally or alternatively, Mr. Fayziev is also charged with an alleged breach of Section D.2.a.i of the 2016 and 2018 Program by failing to report a corrupt approach and/or knowledge of corrupt activities.

Further to the conclusion of a disciplinary and adjudication process on the finding of liability, Sanjar Fayziev has been found liable, on a balance of probabilities, for three (3) Charges under the 2018 Program.

Mr. Fayziev is to be sanctioned by the Anti-Corruption Hearing Officer (hereinafter the 'AHO') in a forthcoming Decision on Sanction once written submissions on sanctions have been made and the AHO has carefully considered the same.

INTRODUCTION

1. This dispute involves the ITIA and Sanjar Fayziev, a professional tennis player.
2. On 13 December 2022, the ITIA charged Mr. Sanjar Fayziev, Mr. [REDACTED] and Mr. [REDACTED] (all 'Covered Persons' or individually 'the Player' herein) with various TACP Corruption Offences.
3. As outlined in this ruling, the four (4) Charges [REDACTED] faces relate to his involvement in the fixing of two (2) professional tennis matches played at tournaments; one in 2016 and another in 2018.
4. Mr. Fayziev denied the charges and requested a hearing before an AHO.
5. Janie Soublière holds an appointment as an AHO per Section F.1 of the TACP. The AHO was appointed without objection by any party to these proceedings as the independent and

impartial adjudicator to determine this matter as set out in the 2022 TACP, which governs all procedural aspects of this dispute.

6. This case was consolidated with the cases of Messrs. [REDACTED] and [REDACTED] pursuant to Section G.1.c.iii of the TACP because all Charges being faced by the three Covered Persons pertain to the same alleged conspiracy, common scheme or plan. Thus, the procedure for all Covered Persons has been joined with a sole hearing being held. However, a separate ruling is issued for each Player.
7. This is the AHO's Ruling on Liability.

THE PARTIES

8. The ITIA is appointed by the Governing Bodies who participate in the TACP, namely the ATP Tour Inc., the Grand Slam Board, the International Tennis Federation ('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 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. The ITIA is empowered to investigate potential breaches of the TACP and to later bring charges against covered persons where they conclude that there are sufficient grounds to do so.
9. Mr. Fayziev is a 28-year-old Uzbekistani national, , and a professional tennis player. He reached his career-high singles ranking of 209 in June 2022. All players who wish to play in professional tennis tournaments must register for an ITF International Player Identification Number ('IPIN'). Mr. Fayziev first registered in January 2010 and received the IPIN FAY1209866. Professional tennis players are required to endorse the ITF Player Welfare Statement ('PWS') expressly on an annual basis which requires compliance with the TACP and the Tennis Anti-Doping Programme. The PWS contains clear wording that the relevant player is bound by the terms of the TACP, and the player acknowledges and accepts this by confirming their agreement to the content of the PWS. Mr. Fayziev has endorsed the PWS every year from 2010 to 2022 but did not do so in 2020. He is, therefore, a Covered Person under the TACP. The mandatory Tennis Integrity Protection Programme ('TIPP') 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). Mr. Fayziev completed the mandatory TIPP on several occasions, most recently on 16 April 2022.

THE NOTICE OF CHARGE

10. The alleged Corruption Offences that Mr. Fayziev has been charged with are outlined in the ITIA's 13 December 2022 *Notice of Major Offence under the 2022 Tennis Anti-Doping Program and referral to Anti-Corruption Hearing Officer* ('Notice of Charge').
11. Four charges have been brought against Mr. Fayziev consisting of seven TACP Offences. Some of the Charges brought against Mr. Fayziev are also being brought against ██████████ ██████████ for his involvement in fixing the same relevant match(es).
12. Schedule 2 of the Notice of Charge sent to Mr. Fayziev outlines the factual background giving rise to the Corruption Offences brought against him. These are reproduced below as the AHO could not summarize them any better.

"Former ██████████ tennis player, ██████████ ██████████ was investigated for match fixing and betting on tennis by the ITIA (then known as the Tennis Integrity Unit) in 2014 and 2015. In May 2017, ██████████ was issued with a life ban by the ITIA for, amongst other things, making corrupt approaches to other Covered Persons. ██████████ later contacted the ITIA in January 2020 to provide a considerable amount of information to assist the ITIA in its match-fixing investigations (the "Investigation") so that he could benefit from Substantial Assistance. ██████████ was interviewed by the ITIA on several occasions during 2020 and subsequently, including in 2022 (the "Interviews"). The content of ██████████ personal mobile phone was also forensically downloaded and reviewed by the ITIA as part of the Investigation. ██████████ provided, during the course of the Interviews, extensive details of his relationship and corrupt match fixing and betting activities with various individuals over the course of several years, one of which he alleges was ██████████ tennis player, ██████████ ██████████ and another he alleges was you. The messages and files contained on ██████████ personal mobile phone demonstrate the extensive discussions ██████████ had with ██████████ including in relation to match-fixing arrangements involving you. The evidence of ██████████ or provided by him, is relevant to all of the Charges against you. (...)"

13. The four Charges against Mr. Fayziev relate to three separate matches in which he competed in June 2016 and November/December 2018 and make the same broad allegation that he worked directly with ██████████ who, in turn, acted as an intermediary on behalf of ██████████ to fix those matches. The remaining Charge relates to Mr. Fayziev's failure to report the match-fixing approaches.
14. For the first Charge, relying on the evidence summarized herein, notably the admissions of ██████████ and the corroborating evidence of betting operators, the ITIA submits that Mr.

Fayziev indirectly agreed with ██████████ that he would intentionally lose his match in order to facilitate the successful betting of third parties in breach of Section D.1.b of the 2016 Program. In so doing, the ITIA submits that he also contrived the outcome of, or an aspect of, an Event (or 'match' hereinafter) in breach of Section D.1.d of the 2016 Program.

15. For the second Charge, relying on the evidence that is summarized herein, notably the admissions of ██████████ and the WhatsApp exchanges between ██████████ and ██████████ the ITIA submits that Mr. Fayziev agreed with ██████████ that he would attempt to contrive the outcome and/or an aspect of his match in breach of Section D.1.d of the TACP, albeit that he was unable to complete the agreed fix.

16. For the third Charge, pursuant to Section G.1.i of the 2022 TACP, the ITIA filed a late application to make a minor amendment to this Charge, which was granted by the AHO. Relying on the evidence summarized herein, notably the admissions of ██████████ the WhatsApp exchanges between ██████████ and ██████████ and the Western Union transfers, the ITIA submits that Mr. Fayziev agreed with ██████████ that he would contrive the outcome and/or an aspect of an unknown Event and/or that he would procure that another Player would contrive the outcome and/or an aspect of an Event, in each case, in breach of Section D.1.d of the TACP. The ITIA also submits that Mr. Fayziev (i) accepted money to negatively influence his own best efforts at an Event, and/or (ii) accepted money directly or indirectly to negatively influence another Player's best efforts at an Event in breach of Section D.1.f of the 2018 Program.

17. Mr. Fayziev denied all the Charges and requested a hearing before an AHO.

APPLICABLE LAW AND JURISDICTION

18. Mr. Fayziev and the ITIA agree that the substantive allegations of this dispute are governed by the TACP in force when the alleged Corruption Offences brought against him occurred and that he is a Covered Person under each respective TACP.

19. Mr. Fayziev and the ITIA agree that the procedural rules applicable to the resolution of this dispute are the 2022 TACP and that he is a Covered Person under the same.

20. Mr. Fayziev has not objected to the appointment of the AHO, undersigned, to hear this matter. She has been properly appointed and seized of the matters in dispute.

21. Mr. Fayziev has raised no other matters relating to jurisdiction or the arbitrability of these matters.

BURDEN AND STANDARD OF PROOF

22. Section G.3.a of the TACP provides that *“the ITIA 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.”*
23. Section G.3.c of the TACP provides that *“the AHO shall not be bound by any jurisdiction’s judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.”*
24. The Player argues that given the severity of the Charges brought against him, the standard of proof should be higher than a balance of probabilities. The TACP clearly states, however, that the standard of proof is to be on the balance of probabilities. This has also been confirmed by the Court of Arbitration for Sport (‘CAS’) in CAS 2011/A/2490 when the Panel held that *“the fact that a player has been charged with serious offences does not require that a higher standard of proof should be applied than the one applicable”*.
25. The Swiss Federal Tribunal at paragraph 8.2 of 4A_486/2022 recently confirmed that it was correct for an AHO and then the CAS on appeal, to have applied the standard of proof of a balance of probabilities, as provided in the TACP, when making its findings on liability.

(free translation from French)

“In this case, the Panel, by referring to the applicable regulatory provisions and the case law of the CAS, apportioned the burden of proof and correctly determined the degree of proof required to find the existence of an infringement of the TACP.”

26. The standard of proof that applies is the one provided for in the TACP, which is unequivocally *a preponderance of the evidence*. Given the severity of the Charges, the AHO is ready to accept that the weight and quality of the evidence tendered by the party holding the burden of proof, here the ITIA, is all the more important. But the standard of proof remains as legislated in the TACP.
27. Thus, the ITIA bears the burden of proof. The standard of proof to establish the Corruption Offences is the equivalent of the English law’s *“balance of probabilities”* and it can be satisfied by any reliable means so long as the means and or evidence relied upon are sufficiently compelling to meet the evidentiary standard.

PROCEDURAL BACKGROUND

28. On 13 December 2022, the ITIA sent the Notice of Charge to Messrs. Fayziev, [REDACTED] and [REDACTED] outlining the allegations and charges against the three Covered Persons, informing them of the identity of the AHO responsible for deciding this dispute, explaining that the allegations fall within the scope of Section G.1.c. TACP and that cases were to proceed on a consolidated basis, without objection from any party. In the Notice of Charge, the Covered Persons were given ten (10) Business Days to respond, either by requesting a hearing, making submissions, or other.
29. All three Covered Persons requested a hearing and a Conference Call was convened with all Parties, their Counsel and the AHO in order to set a Procedural Calendar. Directions were discussed and agreed upon by all Parties.
30. Further to this call, and after giving the Parties an opportunity to comment on the same, Procedural Order 1 ('PO1') was formally issued reflecting the directions agreed upon.
31. As agreed and procedurally ordered, all parties submitted a full and complete production of all documents and information which they intend to rely upon during the hearing and such other document(s) and other information in their possession and control which are or may be relevant in these proceedings, on 27 February 2023, except for [REDACTED] who elected not to do so.
32. Prior to the 5 pm GMT deadline on 27 February 2023, Counsel for the ITIA indicated that although it had started uploading the documents into the SharePoint file, there was some delay in the system upload and thus that some of the documents would effectively be uploaded after the established deadline of 5 pm. Mr. Fayziev did not object to the same.
33. On 3 April 2023, Counsel for the ITIA requested an extension to file its written submissions further to which the AHO invited the other parties to make submissions on the same. Although none of the Covered Persons responded. On 5 April 2023, the AHO denied the request and ruled inter alia as follows:

"(...) Nonetheless, considering the various other procedural requests, objections raised and ruled on to date, the AHO hereby denies the ITIA's request for a one-week extension to 18 April 2023 to file its written submissions.

Given the Easter break, the AHO does extend the ITIA's deadline to file its submissions by two days, to 13 April 2023 5 pm GMT.

Without needing to alter the rest of PO1's procedural calendar, the AHO also extends by two days Mr. Fayziev's, [REDACTED] and [REDACTED] deadline to file their submissions to 25 May 2023 5 pm GMT."

34. Thereafter, the ITIA filed its written submissions in a timely manner.
35. On 24 May 2023, Counsel for Mr. Fayziev requested an extension of 7 days to file her submissions, without objection from any Party. The AHO granted an extension to all Covered Persons, to 30 May 2023, to file their Response submissions, and modified the rest of the Procedural Calendar.
36. Both Messrs. Fayziev and [REDACTED] filed their submissions in a timely manner, on 30 May 2023. [REDACTED] did not.
37. On 5 June 2023, AHO wrote the Parties (i) asking [REDACTED] to confirm his intention to participate in the hearing, and asking him to file submissions by 7 June 2023, if he wished to do so, (ii) asking Counsel for Mr. Fayziev to confirm if he intended to give evidence and be cross-examined at the hearing and, if so, to file a will-say statement by 8 June 2023, and (iii) asking Counsel for Mr. Fayziev and [REDACTED] to inform the AHO if the respective Players would agree to waive confidentiality, why they both eventually did.
38. On 6 June 2023, [REDACTED] confirmed that he intended to participate in the hearing but did not file any written submissions within the extended timeline provided to him.
39. As directed by the AHO, the ITIA filed its Rejoinder on 13 June 2023 and Mr. Fayziev filed his on 23 June 2023, along with his written will-say statement.
40. On 27 June 2023, the ITIA filed an application with the AHO under TACP Section G.1.i to make a minor amendment to its initial Charge 3 in relation to Mr. Fayziev. The AHO sought out Mr. Fayziev's comments and/or objections to the same. Although Mr. Fayziev objected to the application on the grounds that he did not have sufficient time to consider the application or the evidence related to the same, the application was granted by the AHO *inter alia* because the TACP expressly provides for such an application to be made, no new TACP provision was added to the Charge and, contrary to what Mr. Fayziev argued, no new evidence was filed along with the application. Charge 3 was therefore slightly amended with the underlying evidence supporting the Charge remaining the same.
41. On the same day, [REDACTED] made a full admission to the AHO, admitted that he had committed all the Offences for which he had been charged and confirmed that he would be attending the hearing unrepresented. Later that day, he recanted part of his admission

to exclude Charges related to any matches involving other Covered Persons, including those involving Mr. Fayziev.

42. A hearing was held by video conference, as scheduled, on 29 and 30 June 2023.

43. In attendance at the hearing were:

AHO	Janie Soublière
For the ITIA	Julia Lowis – Counsel George Cottle – Counsel Ross Brown - Counsel Denise Bain – Witness
For [REDACTED]	[REDACTED] – Covered Person [REDACTED] – Counsel [REDACTED] – Witness
For Mr. Fayziev	Sanjar Fayziev – Covered Person Feruza Bobokulova – Counsel
For [REDACTED]	[REDACTED] – Covered Person
Case Secretariat	Jodie Cox

44. Prior to the closing of the hearing, subject to his procedural objection of not having the right to cross-examine Mr. [REDACTED] [REDACTED] Mr. Fayziev confirmed that he was satisfied that the hearing had been conducted in respect of his right to natural justice.

PARTIES' SUBMISSIONS ON LIABILITY

45. The AHO has carefully considered the totality of the Parties' written submissions. They are summarised below. Additional facts and allegations found in the Parties' submissions and evidence may be set out, where relevant, in connection with the legal discussion that follows. The AHO refers in its award only to the submissions and evidence it considers necessary to explain its reasoning.

I. SUBMISSIONS AND EVIDENCE

46. The ITIA submits that Mr. Fayziev is liable for all the Charges. On a preponderance of the evidence, there is strong evidence of Mr. Fayziev's involvement in match-fixing activities during the relevant period in respect of his own matches. The evidence demonstrates Mr. Fayziev's involvement in these activities and paints a clear picture of an individual who was content to corrupt the sport of tennis for his own financial gain. That is the most logical conclusion to draw from the evidence that is available. It is also supported by admissions made by ██████████ in the course of his interviews with the ITIA. The ITIA submits that there is no credible alternative explanation for the evidence available.

The Evidence

47. The evidence the ITIA relies upon is varied. The sources of evidence are outlined as follows:

Evidence from Betting Operators

48. The ITIA explains that it works closely with betting operators and related organisations to target corruption in tennis. This relationship is mutually beneficial: the ITIA is able to locate, identify and sanction individuals who seek to corrupt the sport of tennis to the detriment of all those who play it, and the betting organisations protect their members and customers from being negatively impacted by corruption and those who profit from illegal activity. The ITIA receives reports of suspicious betting patterns either directly from betting operators or from organisations like the ██████████ (formerly known as ████████ or ██████████)

49. Information received by the ITIA from betting operators relates to Charge 1.

Admissions in Interview

50. The ITIA interviewed ██████████ on six separate occasions between February 2020 and July 2022. During the course of those interviews, ██████████ explained how he, ██████████ and Mr. Fayziev fixed (at least) two separate matches in 2016 and 2018.

51. The information obtained by the ITIA in its interviews with ██████████ relates to Charges 1, 2 and 3.

Forensic Mobile Phone Download

52. The forensic download of ██████████ phone produced a significant amount of WhatsApp exchanges between ██████████ and ██████████ between 2017 and 2019 and other

relevant documentary evidence, such as screenshots of betting odds for relevant matches which included:

- Copies of Western Union transfer confirmations;
- Screenshots of betting odds for relevant matches; and
- Contacts saved on [REDACTED] phone.

53. The content of [REDACTED] forensic phone download relates to Charges 2 and 3.

ITIA Documents

54. The ITIA relies on documents produced internally or by tennis governing bodies, such as match scorecards.

The Charges

55. On the basis of the available evidence, the ITIA submits that Mr. Fayziev should be found liable for all of the alleged breaches of the TACP that are the subject of the Charges below:

Charge 1

56. This Charge relates to a [REDACTED] match played on [REDACTED] June 2016 between Mr. Fayziev and [REDACTED] [REDACTED] in the [REDACTED] tournament in [REDACTED] Uzbekistan. Mr. Fayziev [REDACTED] that match [REDACTED] [REDACTED]

57. The ITIA submits that on the same day, [REDACTED] [REDACTED] [REDACTED] informed the ITIA that two separate betting accounts, both of which were registered in [REDACTED] placed multiple bets on this match. [REDACTED] [REDACTED] [REDACTED] explained to the ITIA that, based on the two players' respective world rankings at the time and the pricing available to customers for the match, [REDACTED] was expected to win. However, [REDACTED] [REDACTED] [REDACTED] described the betting activity of the two accounts in respect of this match as "slightly unusual". The evidence shows that various bets from these two separate betting accounts were made backing [REDACTED] to win the match totalling stakes well over £55,000. The ITIA submits that the betting was highly coordinated between these two bettors and that there is no rationale to suggest that two independent bettors simply came together and decided to bet on the same match, at almost exactly the same time and with almost exactly the same stakes. The ITIA therefore submits that the only logical basis for that coordination is that those two bettors were working with [REDACTED] and Mr. Fayziev, whether directly or indirectly, to carry out a specific plan with the aim of defrauding the betting operators.

58. The ITIA's position is supported, to a limited extent both by [REDACTED] evidence that he was fixing matches with Mr. Fayziev as far back as 2014 even if he did not recall this specific match, and by the scorecard for the match which Ms. Bain opined looked unusual and was possibly representative of Mr. Fayziev putting the fix into action.

59. The ITIA therefore submits with regards to Charge 1 that Mr. Fayziev facilitated betting on the outcome or an aspect of this Event and that he also contrived the outcome or an aspect of this Event in breach of Sections D.1.b and D.1.d of the 2016 TACP, respectively.

Charge 2

60. This Charge concerns the [REDACTED] match played between Mr. Fayziev and [REDACTED] [REDACTED] on [REDACTED] November 2018 as part of an [REDACTED] [REDACTED] tournament in Nonthaburi, Thailand. Mr. Fayziev [REDACTED] that match [REDACTED] [REDACTED]

61. The ITIA submits that the WhatsApp messages, described in some detail by Ms. Bain, present an overwhelming case that Mr. Fayziev fixed this match, having worked with [REDACTED] [REDACTED] and [REDACTED]. The messages are very clear and can only be explained by match-fixing. There is no other basis for the messages being exchanged between [REDACTED] and [REDACTED]. [REDACTED] has confirmed that [REDACTED] acted as an intermediary in order for Mr. Fayziev to fix this match. There is no reason to disbelieve [REDACTED] position in his interview transcripts, as all he is doing is confirming what is clear from the messages themselves. Notably:

- There is no doubt that [REDACTED] and [REDACTED] are discussing the match involving Mr. Fayziev. It is clear from the exchanges that both [REDACTED] [REDACTED] and [REDACTED] are following the match very closely as they are aware of the rain interruptions.
- Mr. Fayziev was referred to in the exchanges making it abundantly clear that he is the person of focus and whom [REDACTED] is liaising with to arrange the fix.
- The familiarity of the language used in the messages strongly suggests that this match is not the first time that [REDACTED] and [REDACTED] have discussed Mr. Fayziev.

62. To the ITIA, the WhatsApp messages clearly show two things:

1. That there was an arrangement to fix this match involving [REDACTED] [REDACTED] and Mr. Fayziev.

- There are clear references to the “6000” being available for this match for a prospective fix and a there is reference to the first set scoreline being of interest to that fix.
 - The fact that rain stopped play and that [REDACTED] and [REDACTED] agreed that Mr. Fayziev should be paid for that match, with [REDACTED] committing to doing so.
 - Mr. Fayziev would not be paid by a match-fixer, like [REDACTED] without having been involved in fixing matches.
2. Although something appears to have gone wrong with the fix (most likely due to the [REDACTED], with the scorecard showing [REDACTED], including the [REDACTED]), [REDACTED] and [REDACTED] are then immediately discussing when Mr. Fayziev can fix another match.
- The ongoing and sustained nature of these exchanges, with the next fix being sought immediately, clearly demonstrates the business nature of the relationship between [REDACTED] and Mr. Fayziev.
 - The clear conclusion is that Mr. Fayziev will fix again, with [REDACTED] and [REDACTED] involved, but for an unknown match later in the season.

63. The ITIA submits that Mr. Fayziev contrived the outcome or an aspect of this Event in breach of Section D.1.d of the 2018 TACP.

Charge 3

64. The third Charge (which was slightly amended further to the ITIA’s 27 June 2023 application under Section G.1.i of the 23022 TACP) relates to an unknown match played by Mr. Fayziev at some point after the match against [REDACTED] which is the subject of Charge 2.

65. The ITIA alleges the exchanges (above) of [REDACTED] and [REDACTED] are clear that Mr. Fayziev had informed [REDACTED] that he would fix another match for [REDACTED] later in 2018. That message is passed on to [REDACTED] who is content with that arrangement.

66. The ITIA submits that a match was the subject of a successful fixing arrangement between the three individuals given the subsequent payments made through Western Union money transfers to Mr. Fayziev and [REDACTED] during December 2018, the confirmations for which were sent by [REDACTED] to [REDACTED] for him to provide to Mr. Fayziev (as information provided in the confirmation is needed to collect the funds sent).

67. The clear and obvious inference from two separate Western Union payments to Mr. Fayziev and ██████████ is that Mr. Fayziev fixed a match in order to earn that payment. That conclusion receives further support given the payments totalled just over \$ 6,000 and that in their WhatsApp exchanges ██████████ offered Mr. Fayziev “6000 more” for a further fixing arrangement.

68. Given the nature of the relationship between the three protagonists, the ITIA submits that ██████████ procured, on behalf of ██████████ the relevant fix through an offer and promise of payment to Mr. Fayziev, which Mr. Fayziev in turn accepted and carried out.

69. The ITIA thus submits that Mr. Fayziev directly contrived the outcome or an aspect of an Event in 2018, and that he accepted payment for doing so. As a result, Mr. Fayziev breached Sections D.1.d and D.1.f of the 2018 TACP.

Charge 4

70. In addition, or in the alternative, to Charges 1, 2 and 3 above, the ITIA submits that Mr. Fayziev failed to report corrupt approaches made to him, as per Section D.2.a.i.

71. The ITIA’s position in this regard is that ██████████ directly approached Mr. Fayziev in connection with fixing matches and that it is inconceivable that Mr. Fayziev did not have knowledge of ██████████ corrupt practices. Mr. Fayziev was required to report that information to the ITIA at the relevant time. By electing not to do so, Mr. Fayziev breached Section D.2.a.i of the 2018 TACP.

II. Mr. Fayziev

72. M. Fayziev denies all the Charges brought against him and submits that he was both unaware and not involved in the events that gave rise to these Charges.

73. Prior to responding to the ITIA’s specific Charges, he submits that:

- He has fully cooperated with investigators throughout his whole interview process without objection or opposition. Significantly, he handed over his phone, his WhatsApp number, and access to all his media accounts to the ITIA investigators without hesitation, hindrance or fear, which demonstrates his confidence in his innocence.
- He is aware of other tennis players who have been charged and sanctioned for Corruption Offences. He thus argues that as a person aware of the

consequences of breaking the rules, he would not himself commit such an offense to avoid being disqualified and heavily fined.

- He has no financial difficulties which would warrant him committing corruption offences for personal gain. As confirmed by them, the Uzbekistan Tennis Federation covers all the costs related to competitions. He receives financial sponsorship bonuses from Tecnifibre, as well as racquets. He earns additional money playing exhibition matches and earns a fair amount from playing on the tour (approx. 150,000 Euro earnings to date as of on 6 May 2022.)
- The ITIA's interview with ██████████ cannot be found to support any of the ITIA's Charges against Mr. Fayziev and deals mostly with communications between ██████████ and ██████████
- The ITIA's 11 July 2022 interview with ██████████ cannot be found to support any of the ITIA's Charges against Mr. Fayziev and any reference to Mr. Fayziev by name does not prove anything.
- The ITIA's 17 December 2020 interview with ██████████ provides vague answers and only proves how confused ██████████ was at the time as he made various unsupported statements about Mr. Fayziev, at times, agreeing then disagreeing to fix matches. In fact, most of the statements made in that interview were made by Ms. Bain and were simply followed by a "yes" or "no" answer. In other words, Mr. Fayziev argues the interview was conducted on the basis of leading the interviewee along a pre-determined narrative which undermines the accuracy and reliability of all of ██████████ answers. If ██████████ statements were dependable, notably those relating to matches that were allegedly fixed with Mr. Fayziev's involvement in 2014, the ITIA would have also raised those Charges against him.
- The interval of time between the interviews conducted with ██████████ and the alleged dates the Corruption Offenses took place is almost 2 years. It is impossible that ██████████ was able to precisely remember events that took place two years prior or to provide accurate details regarding the same considering the number of matches he was engaged in fixing at the time through a variety of intermediaries. This renders his accounting doubtful and inaccurate.
- ██████████ himself conceded in his interview with Ms. Bain that there could be discrepancies between his statements, his memory of what occurred and what did not occur: *"But, I mean, it's only natural that, every time, what I'm saying is not going to be the same accuracy as before, because I don't remember it"*.

- The fact that Mr. Fayziev has [REDACTED] phone number in his contacts is not suspicious. Both players trained in Uzbekistan and later played doubles together. It is normal that Mr. Fayziev would have his phone number. The only WhatsApp chat with [REDACTED] found in his phone related to a tournament withdrawal. There is no evidence in the case file which indicates that Messrs. [REDACTED] and Fayziev communicated about anything having to do with betting or match-fixing.
- The ITIA's dubious conclusion that it says should lead the AHO to conclude that Mr. Fayziev was fixing matches is based on the fact that Mr. Fayziev is not able to provide an explanation for the WhatsApp messages between [REDACTED] and [REDACTED]. However, Mr. Fayziev submits that it is irrational to ask a person to explain messages or a conversation that he has neither written nor been involved in.
- Mr. Fayziev renews his IPIN yearly and is well aware of the Rules and his responsibilities with regards to anti-doping and anti-corruption Rules. He has never fixed a match, received offers to fix matches, or been approached by anyone for those purposes.
- [REDACTED] is the ITIA's only witness in the Charges that have been brought against Mr. Fayziev. Yet, [REDACTED] has only been sharing information with the ITIA to mitigate his punishment for his own match-fixing activities. He is not a reliable witness, has not been subject to cross-examination and thus the information he has provided Ms. Bain cannot be found to be accurate or incontrovertible as it has not been tested.

74. With regards to Charge 1, Mr. Fayziev submits that:

- It is unreasonable to believe that someone like him who has been working to prepare himself for the "big stage" would agree to deliberately lose a match.
- He was never approached to fix this match, in person or through social media and has no links whatsoever to [REDACTED] (where the betting operators are registered).
- Both [REDACTED] and Mr. Fayziev have stated that [REDACTED] never directly approached Mr. Fayziev for any purposes.
- No one ever contacted Mr. Fayziev by WhatsApp or other method of communication to fix this match.
- Mr. Fayziev submits that [REDACTED] was the noticeably stronger and more experienced player.
- He had very little chances of [REDACTED] this match and [REDACTED] the match to [REDACTED] because he was [REDACTED] and [REDACTED] was the [REDACTED] seed. He was also [REDACTED].

75. With regards to Charge 2, Mr. Fayziev submits that:

- Mr. Fayziev won the match in question [REDACTED]
- [REDACTED] in his second interview, stated that the last time he was allegedly fixing or betting on one of Mr. Fayziev's matches was in 2016. Yet, this match occurred in 2018. Therefore, the charge should fail on its face.
- The ITIA's Charge rests almost entirely on extracts of WhatsApp messages which referred to a person call "Fay". However, the ITIA has failed to submit any piece of evidence which could lead to a finding that Mr. Fayziev knew about this fix or that he was a willing participant.
- Given that Mr. Fayziev won the match and *"if for the ITIA trying to win is equal to directly or indirectly contriving or attempting to contrive the outcome or any other aspect of any event, then the ITIA's reliance on the reference section of the TACP seems to have failed"*.
- The ITIA has failed to provide sufficient direct or indirect proof of Mr. Fayziev's involvement in this fix and cannot rely solely on WhatsApp messages to this end.

76. With respect to Charge 3, Mr. Fayziev submits that:

- The ITIA alleges that the amount of approximately \$ 6000 was sent to Mr. Fayziev and his relatives further to fixing a match in Thailand in November 2018 and that these payments were made by two separate individuals who are members of a [REDACTED] betting syndicate to two different individual recipients (from [REDACTED] to Sanjar Fayziev and from [REDACTED] to [REDACTED] in two separate payments of \$3501 and \$2500, respectively, totalling approx. \$ 6000. However, there is no evidence which establishes that these two individuals are members of a [REDACTED] betting syndicate.
- [REDACTED] provided an inconsistent recounting of when and for what the money was paid that conflicts with what the ITIA alleges [REDACTED] statements were. Therefore, these inconsistencies should be reason to dismiss the ITIA's case.
- All of [REDACTED] statements with regard to the payments allegedly made to Mr. Fayziev are unreliable and mere theories that cannot be deemed reliable evidence. This charge must then also be dismissed on the basis of being unproven.
- Even if the name to which the second transfer was made is [REDACTED] this is a common surname in Kazakhstan and there is no proof that the money was actually deposited into his bank account. None of these wire transfers were received by Mr. Fayziev or [REDACTED]

- Mr. Fayziev submits that he never received this money, that he was not in Kazakhstan on the dates it was allegedly wired to him, and that the ITIA is therefore unable to prove that he ‘accepted’ these funds, as is required to satisfy the relevant TACP provision. The *“ITIA cannot rely on vague and unproven information to support its position with regards to the money transfers, which were in fact not actually received”*.
- No reasonable and logical inference can be drawn to conclude that match-fixing took place.

77. With respect to Charge 4, Mr. Fayziev submits that:

- Keeping in mind the submissions made in relation to all the other charges, it follows that as the ITIA fails to prove its case with regards to the first three Charges, their allegations with regards to Charge 4 must also fail.
- Mr. Fayziev has stated numerous times and maintains that neither [REDACTED] nor [REDACTED] ever approached him to match-fix. Thus this Charge, as all the others, must also be dismissed.

78. While the ITIA has offered some reasons for the lack of evidence brought forward along with the Charges,

- To the ITIA’s assertion that match-fixing arrangements are often made in person: Mr. Fayziev reiterates that he has never met [REDACTED] in person.
- To the ITIA’s assertion that evidence can be hard to find because players conceal their wrongdoings, delete messages or refuse to cooperate with investigators: Mr. Fayziev underlines that he has never tried to hide any information and never made false statements. The fact that the investigators found a chat between him and [REDACTED] serves as proof that he did not seek to delete anything from his phone and had nothing to hide. He was sufficiently cooperative, provided his phone number and information related to all his social accounts.

79. Mr. Fayziev submits that the ITIA has failed to satisfy its burden of proof and that all the Charges brought against him should be deemed unproven.

DELIBERATIONS

80. Prior to assessing the merits of each Charge, the AHO first addresses key arguments raised by Mr. Fayziev in the course of these proceedings.

Substantial Assistance

81. Mr. Fayziev argues that the ITIA should never have agreed to reducing ██████ sanction based on his substantial assistance because he is a liar and that he probably made everything up. He has argued that ██████ testimony is unreliable because he is corrupt and would have said anything to get a reduced sanction, including making up lies about other players.
82. The ITIA explains that it is an (other) Anti-Corruption Hearing Officer, who further to having the matter brought before them, agreed to a partial coaching reinstatement for ██████ Substantial Assistance. The ITIA argued that Substantial Assistance can only be given if specific criteria are fulfilled and that in this case the AHO found that they were.
83. The AHO thus felt it imperative to verify what is effectively required under the TACP in order for the Substantial Assistance clauses of the TACP to be applied. This, in turn, has justified the AHO relying albeit to a very limited extent on some of ██████ evidence, even though he was not present at the hearing to be cross-examined on the same.
84. Section B.35 of the TACP defines Substantial Assistance as “*assistance given by a Covered Person to the ITIA that results in the discovery or establishing of a corruption offense by another Covered Person*”.
85. Section H6 of the TACP provides as follows:

“Substantial Assistance. At any time other than during the pendency of an appeal of a Decision, the AHO may reduce any period of ineligibility if the Covered Person has provided Substantial Assistance to the ITIA. Upon application by the Covered Person pursuant to this provision, the AHO shall establish an appropriate procedure for consideration of the application, including the opportunity for the Covered Person and the ITIA to make submissions regarding the application. Where a Covered Person commits a Corruption Offense in order to provide Substantial Assistance, the commission of the Corruption Offense shall invalidate the Substantial Assistance application and the ITIA will, notwithstanding any prior contrary order of an AHO, publicly report the Decision in full, subject to any necessary information that the ITIA considers to be sensitive or confidential and the exceptions set forth in Section G.4.e. Further, such Corruption Offense may be the subject of a separate prosecution by the ITIA. The AHO has complete discretion in consideration of an application for reduction of a penalty under this provision.”

86. The AHO is thus satisfied that a robust process to test the legal validity and reliability of the ██████ evidence and admissions was followed prior to granting ██████ some

leniency to his lifetime ban and that the evidence ██████ provided during this process was legally tested both by the ITIA and an Anti-Corruption Hearing Officer, prior to the Substantial Assistance provisions of the TACP effectively being implemented.

87. As ██████ evidence and admissions have been scrutinized and tested to a certain degree by an Anti-Corruption Hearing Officer and the ITIA in order for him to benefit from the Substantial Assistance provisions of the TACP, the AHO finds that attributing some very limited evidentiary weight to the evidence ██████ provided in no way breaches Mr. Fayziev's right to a fair trial and falls within an AHO's discretionary powers under Section G.3.c of the TACP.

The inability to cross-examine ██████

88. The AHO first addresses the argument raised by Mr. Fayziev (and ██████ with regards to ██████ not being available for cross-examination. The AHO would have compelled ██████ to attend if she had this power. The TACP does not provide a power for the AHO to compel witnesses to present themselves at a hearing.

89. Mr. Fayziev strongly argues that his inability to cross-examine ██████ and to test his evidence and allegations is a significant, if not fundamental, breach of his right to a fair hearing. He argues that the ITIA wrongly relies on Ms. Bain's interview transcripts and "beliefs" in relation to ██████ admissions and that any evidence given by ██████ cannot be relied upon. He is a liar, a known cheater and match-fixer, and a member of the ██████ who cannot be trusted. He has made up stories about other innocent players, as he is now doing, in order to benefit from a reduction in his lifetime ban.

90. The ITIA, on the other hand, explains that it wanted ██████ to be present at the hearing for direct examination as he could have confirmed all the admissions he made during his interview with Ms. Bain and could have explained in greater detail how all the matches were fixed for a significant profit. Counsel for the ITIA explains that as ██████ is no longer a Covered Person, he could not be compelled to testify under the TACP. The ITIA also confirmed, as suggested by the AHO at the outset of day two of the hearing, that the AHO could also not compel ██████ to testify.

91. It would certainly have been desirable for ██████ to testify directly at the hearing. His non-attendance does not amount to a violation of Mr. Fayziev's right to a fair trial but it does result in the reliability and weight of ██████ evidence being extensively reduced as it was not tested by the Covered Persons who have been charged with Corruption Offences as a result of his admissions.

92. Where the ITIA's Charges appear to flow mostly from [REDACTED] untested statements, the AHO has not considered the evidence as being legitimate as it remains untested and thus it is not sufficiently compelling to even consider the drawing of inferences.
93. Therefore, although the AHO could only attribute very limited weight to [REDACTED] evidence due to the fact that he was not available for cross-examination, and given that [REDACTED] evidence was legally tested by an Anti-Corruption Hearing Officer prior to agreeing to grant [REDACTED] a reduction in his sanction due to the Substantial Assistance provided and then by the ITIA prior to proceeding with these charges, and given its detail and its ability to corroborate the other evidence adduced (messages, wire transfers, etc.), it is deemed admissible but given very little weight due to [REDACTED] lack of *viva voce* testimony.

The WhatsApp Messages between [REDACTED] and [REDACTED]

94. All three Covered Persons have alleged that the pages upon pages of spreadsheets containing detailed WhatsApp messages between [REDACTED] and [REDACTED] whether in text, video or audio format could either all have been fabricated by [REDACTED] or that someone else (unidentified) had stolen [REDACTED] phone or had hacked into it and unbeknownst to [REDACTED] had chatted with [REDACTED] and set up detailed operations (identified players, picked events, organized payment, etc.) and fixes for matches for months and years on end. The AHO rejects all such arguments.
95. Even if [REDACTED] was the one who willingly provided his phone and cannot be cross-examined on the same, the AHO is satisfied that a forensic download and analysis of [REDACTED] phone (as explained by the ITIA) was undertaken and confirmed the messages were not made up. The AHO is also satisfied that no one stole [REDACTED] phone or phone number or could have engaged in over two years of messaging without [REDACTED] being aware of the same. To suggest this is non-sensical. Finally, the AHO is also satisfied that [REDACTED] phone was not hacked by an unknown person and that all the WhatsApp conversations between himself and [REDACTED] are true and accurate representations of real conversations that were exchanged in real time.
96. Thus, significant weight has been attributed by the AHO to the incriminating and highly compelling WhatsApp messages which remain unsuccessfully challenged.
97. The WhatsApp messages are direct documentary evidence which has incriminated [REDACTED] and led to him being found liable for all the Corruption Offences for which he has been charged. The WhatsApp messages have also been considered compelling and reliable documentary evidence that has incriminated [REDACTED] in a parallel ruling,

together with other compelling documentary and betting operator evidence, and resulted in him being found liable for some Corruption Offences. And finally, so too can these WhatsApp messages be considered highly incriminating compelling and reliable documentary evidence that has incriminated Mr. Fayziev.

Lack of direct evidence

98. The AHO next addresses Mr. Fayziev's other main contention, which is that there is a lack of direct evidence linking Mr. Fayziev to either ██████████ or ██████████
99. Mr. Fayziev takes exception to the fact that none of the evidence relied upon by the ITIA directly involves him in any match fixing and that without direct evidence, the case simply must fail. The ITIA, on the other hand, submits that inference is what TACP cases are often based upon as match-fixing allegations are usually very difficult to uncover.
100. The ITIA further submits that it is not surprising for there to be little or no written communication between Mr. Fayziev and either ██████████ or ██████████ as, for a number of reasons, it is common in anti-corruption proceedings not to have direct communications between the player and the fixer. Whereas Mr. Fayziev argues that the ITIA has "nothing" and that its evidence fails to link Mr. Fayziev in any way to ██████████ the ITIA argues that the evidence in the case file is strong and sufficiently compelling to conclude that the Player committed all the Offences for which he has been charged and that it would not have proceeded with the Charges otherwise. In this regard, the ITIA reiterates that the only logical or reasonable conclusion to draw from the evidence (in particular the extensive WhatsApp messages between ██████████ and ██████████ which explicitly reference Mr. Fayziev's surname in full and by diminutive on numerous occasions and which discuss Mr. Fayziev's matches), is match-fixing and there can be no other plausible explanation.
101. Inference does allow a decision maker to make a decision on a balance of probabilities/preponderance of probabilities or the "more likely than not" legal standard. As determined in the 2023 *Crepatte* case:

"In some instances, the weight of the evidence may enable the drawing of a logical inference or a reasonable inference which is similar to a finding of fact even where there is no direct evidence to support the finding. In other instances, there may also be a logical deduction made from an assessment of the reliability or sufficiency of the evidence which permits the inferred finding that a Corruption Offense has occurred. In all of these instances, the AHO's conclusion can be considered to meet the test of the preponderance of the evidence as being more likely than not."

102. Crepatte also clearly determined that, “...it is possible to find a breach of the TACP without direct evidence”. And, as provided in the TACP, the burden of proof may be satisfied by any reliable means. Thus, in order to determine if TACP breaches have occurred in this case, the AHO must consider all the evidence in the case file, which in fact includes evidence that is both direct and indirect, and may draw inferences from the same so long as the evidence is sufficiently reliable and compelling.

103. Consequently, applying the above established applicable legal principles, the ITIA case law, the TACP and the rules of natural justice, the AHO has considered all of the evidence in the case file, attributed weight to each party’s tendered evidentiary elements and arguments, and makes the following succinct findings with regards to each Charge.

Charge 1: Tennis match Sanjar Fayziev v. [REDACTED] [REDACTED]

104. Charge 1 relies on an alert from a betting operator of ‘slightly unusual’ activity, which the ITIA refers to as an understatement given the size of the bets placed and the whole of the betting data available, notably the size, timing and the number of bets placed in relation to this match. Yet, there are no WhatsApp messages to corroborate [REDACTED] admissions in relation to Charge 1 and [REDACTED] is not available for examination to test his recollection of the events surrounding this match.

105. Although the ITIA argues that Mr. Fayziev must have been involved in this match simply because of the betting activity, to the AHO, the fact that he was ranked lower than his opponent and not expected to win, and that there is little other corroborating evidence to support the same renders a finding on a balance of probabilities difficult to make even if the betting operator evidence seems to indicate that this match received some (suspicious) attention.

106. Given the scale of the betting involved in this match, it may very well have been that Mr. Fayziev was “in” on the fix. However, the betting evidence before the AHO is not, on its own, sufficient to draw this inference. The bets do not raise anything strikingly out of the ordinary considering [REDACTED] was favored to win both the first set and the match.

107. Without [REDACTED] being able to testify in order to corroborate the contents of his interview and no additional evidence from which to draw inferences of Mr. Fayziev’s involvement, the ITIA fails to satisfy its legal burden.

108. Charge 1 is therefore not established to the required standard of proof and Mr. Fayziev cannot be found liable for the same.

Charge 2 Tennis match Sanjar Fayziev v. [REDACTED] [REDACTED]

109. Although to the AHO the evidence related to Charges 2 and 3 is likely to be closely related, for ease of reference in terms of determining liability for each, they have been split. Part of one of the many WhatsApp exchanges in the case file is particularly pertinent: a WhatsApp audio message sent from [REDACTED] to [REDACTED] in which [REDACTED] is heard saying *“Habi, Fayziev have you seen ? and they stopped due to rain. If you can ask him for Set 2. Tomorrow if he play, I give you 6000 more what do you think ?”*

110. [REDACTED] and [REDACTED] are clearly discussing a current fix and an additional \$6000 payment to [REDACTED] and Mr. Fayziev for the match, which will resume on the following day. The WhatsApp conversation (in both audio and written formats), between [REDACTED] and [REDACTED] which ensues expressly refers to [REDACTED] betting accounts in relation to Mr. Fayziev’s match against [REDACTED] and outlines plans for a future fix. They read as follows:

[REDACTED] “... how many % you give That Fay will make one set in final if [tomorrow] we give this 10. **We will give anyway I just ask so that I will know if I buy one more account [tomorrow]**”;

[REDACTED] : “tell me how many % u will send money tomorrow?”

[REDACTED] : “... what % that he will make set in final”

[REDACTED] : **“no but he give 1 or 2 match’ss till end of the year. Same like yesterday”**. (sic)

111. Following on from these messages, the ITIA submits that [REDACTED] is telling [REDACTED] that rather than fixing the final similarly to how they arranged the fix in the November 2018 match (re Charge 2), Mr. Fayziev will fix one or two other matches before the end of the year (as per Charge 3). Mr. Fayziev will not match-fix the next day’s final because he understandably wants to play the final on his own terms. The AHO also finds this evidence compelling. It incriminates Mr. Fayziev both in terms of fixing the [REDACTED] match (Charge 2) and fixing a future match later in the year (Charge 3).

112. The following extract is, more specifically with regards to Charge 2, a pertinent part of the WhatsApp exchange which incriminates Mr. Fayziev:

Date	Sender	Message
9 November 2018		
10:02:18	[REDACTED] [REDACTED]	Is him
9 November 2018 10:02:22	[REDACTED] [REDACTED]	He win 2 6
9 November 2018 12:28:47	[REDACTED] [REDACTED]	??

9 November 2018 13:09:48	██████████ ██████████	kidding me?
9 November 2018 13:12:03	██████████ ██████████	Audio: speak with The Fay, devi devi devi
9 November 2018 13:55:12	██████████ ██████████	i just spoke whit fay
9 November 2018 13:55:12	██████████ ██████████	for last match
9 November 2018 13:55:12	██████████ ██████████	can understand I have to give this money to fay
9 November 2018 13:55:22	██████████ ██████████	Ok is perfect
9 November 2018 13:55:29	██████████ ██████████	We give 10 more
9 November 2018 13:55:41	██████████ ██████████	No body care what u give more
9 November 2018 13:55:43	██████████ ██████████	I can't say something whatever u want i just say
9 November 2018 13:58:40	██████████ ██████████	Audio: Listen what I will say, how many % you give That Fay will make one set in final if tomorrow we give this 10. We will give anyway I just ask so that I will know if I buy one more account tomorrow
9 November 2018 14:07:47	██████████ ██████████	tell me how many % u will send money tomorrow ?
9 November 2018 14:07:59	██████████ ██████████	i have the same question
9 November 2018 14:08:11	██████████ ██████████	100 , now tell me
9 November 2018 14:08:19	██████████ ██████████	100
9 November 2018 14:08:30	██████████ ██████████	That he will make set in final?
9 November 2018 14:09:30	██████████ ██████████	No but he give 1 or 2 match's till end of the year
9 November 2018 14:09:36	██████████ ██████████	same like yesterday
9 November 2018 14:09:47	██████████ ██████████	Good perfect
9 November 2018 14:09:49	██████████ ██████████	Ok
9 November 2018 14:09:56	██████████ ██████████	Any way i will send tomorrow

113. On the evidence, a reasonable and logical inference can be drawn that ██████████ ██████████ ██████████ and Mr. Fayziev arranged to fix the November 2018 match. First, the WhatsApp voice note which enquires into setting up another fix for the next day further to the stoppage of play. Then there is the written message with a reference to the first set scoreline being of interest. ██████████ clearly informs ██████████ that he spoke with "Fay" and that "Fay" would do it (it can be assumed 'do it' refers to fixing the next match) if they gave him money for fixing the first set in the match that was suspended. *"I have to give this money to fay, we give 10 more."*

114. The audio message then goes on to, again, mention Mr. Fayziev's name, and suggest that Mr. Fayziev would fix *"one set in the final if they paid him some money up front"*. Then, the fact that the rain stopped play and that ██████████ and ██████████ agree that Mr. Fayziev should be paid for that match, with ██████████ committing to doing so. The AHO

also finds, as submitted by the ITIA, that the evidence, particularly, the ongoing and sustained nature of the exchanges, allow for an inference to be made that there is a business relationship between all of them and that Mr. Fayziev will fix again, with ██████████ and ██████████ involved, but for an unknown match later in the year.

115. Although Mr. Fayziev argues that these contemporaneous messages are not sufficient to establish his involvement in fixing the match in question, the AHO finds that the comprehensive WhatsApp messages produced in evidence and meticulously reviewed by the ITIA in the course of the hearing present a compelling case that Mr. Fayziev was approached by ██████████ to fix this match and proceeded to do so.

116. The messages are very clear. They are unambiguous and explicit. They can only be explained by match-fixing. There is no other basis for the messages being exchanged between ██████████ and ██████████. The ITIA submits that there is no reason to disbelieve ██████████ position in his interview transcripts when he confirms that Mr. Fayziev was involved in fixing this and other matches, as all ██████████ is doing is confirming what is clear from the messages themselves. Even if little weight can be given to ██████████ evidence on the whole, on this point, the AHO agrees. The conversation reproduced above is but one example of just how incriminating those exchanges are.

117. Mr. Fayziev vehemently denies his involvement in Messrs. ██████████ and ██████████ match-fixing relationship and repeatedly states that *“he is and cannot be not (sic) responsible for conversation that third parties have about him”*. His protestations of innocence ring hollow with regards to Charges 2 and 3 because he has provided no credible explanation, if any at all in fact, as to why his name (his full surname and its diminutive) is mentioned in numerous WhatsApp messages and why two well-known individuals who have both been found liable for extensive match-fixing with the help of active players are discussing his matches in detail and planning to pay him.

118. The AHO further notes that ██████████ had initially admitted to match-fixing with Mr. Fayziev and then, likely to protect Mr. Fayziev and the other Covered Persons involved, he retracted his admission. Based on the same evidence, considering it emanates from a forensic download and corroborated by events in real time (the stoppage of play due to rain, Mr. Fayziev’s desire to play his finals and the eventual \$6000 payment to Mr. Fayziev and ██████████ ██████████ in the end was nonetheless also found liable for his involvement in fixing this match between Mr. Fayziev and ██████████ in a parallel ruling.

119. The AHO finds that from the same forensically tested WhatsApp evidence the following cogent inferences can be drawn:

- (i) Mr. Fayziev's match against ██████████ was to be fixed, when the weather intervened,
- (ii) Mr. Fayziev was nonetheless to be partially paid for the same,
- (iii) He was in contact with ██████████ to this end, and
- (iv) For an additional \$6000, he would be fixing one or two matches in the future (with this \$6000 payment appearing to be the basis of Charge 3).

120. The AHO thus finds that the ITIA succeeds on a preponderance of the evidence to establish its Charge that Mr. Fayziev attempted to contrive the outcome of this match.

121. Charge 2 is therefore established to the required standard of proof and Mr. Fayziev is liable for the same.

Charge 3 Payment for a fix in an undefined tennis match

122. Although there is no specific match identified in Charge 3, the ITIA submits that the clear and obvious inference from two separate Western Union payments to Mr. Fayziev and ██████████ ██████████ is that Mr. Fayziev fixed a match in order to earn that payment. That conclusion receives further support given the payments were for just over \$6000 and ██████████ offered Mr. Fayziev "6000 more" for a further fixing arrangement. The ITIA has submitted that there is no other logical explanation for these payments or the particular amounts of those payments beyond being for match-fixing activities.

123. The WhatsApp messages also clearly explain how the payment was to be made, to whom and in which increments.

██████████	<i>I will chek for day tomorrow if in I will fly for money before (...)</i>
██████████ (..)	<i>ok. Send me name exactly correct</i>
██████████ (..)	<i>Which name u want first?</i>
██████████ (..)	██████████ <i>To Uzbek</i>
██████████	<i>yes</i>
██████████	<i>ok</i>
██████████	<i>And one more?</i>
██████████	<i>Fayziev Sanjar</i>
██████████	<i>4 ██████████ 2 Sanjar"</i>

124. The WhatsApp messages between ██████████ and ██████████ clearly indicate that payment was to be made to Mr. Fayziev and ██████████ ██████████ and in what amount. These are the exact amounts that are provided in a Western Union wire transfer invoice that was submitted into evidence.

Sender	Recipient	Date	Amount (€)	Amount (\$)
██████████	Sanjar Fayziev	1 December 2018	3,265.00	3,501.00
██████████	██████████	12 December 2018	2,356.037	2,500.00
Total			5,621.37	6,001.00

125. The Western Union wire transfer receipt slips stand uncontroverted as evidence that a total payment of \$6000 was made to a Sanjar Fayzeiv and an ██████████. Mr. Fayziev claims that many individuals have the same surnames and that he allegedly never received these funds (because he was not in Kazakhstan at the time) or ‘accepted’ these funds (because they could not be accepted without him being there in person), which makes it impossible for the ITIA to fulfill the conditions of Section F.1.f of the TACP. Yet, he has advanced no other explanation as to why ██████████ would send him and ██████████ such a significant amount of money. He has also advanced no explanation as to why Mr. Fayziev and ██████████ names were expressly mentioned and the amount of money to be paid to them discussed in the WhatsApp conversation between ██████████ and ██████████.
126. Given the preceding persuasive WhatsApp evidence, the AHO sees no logical alternative explanation, and none has been brought forward by Mr. Fayziev, as to why ██████████ individuals (which the AHO accepts on Ms. Bain’s evidence were linked to ██████████ ██████████ syndicate) would be sending Mr. Fayzeiv and ██████████ money, if it were not as payment for match-fixing. The ITIA contends that the only reason for this wire transfer was that it was a payment for fixing matches. The AHO agrees.
127. ██████████ was in the business of fixing tennis matches. This is uncontested. The AHO, in a parallel ruling, has also found that ██████████ at the time, was also in the business of fixing matches. Evidently, Mr. Fayziev was involved to a certain extent, even if on the evidence to a limited degree of willingness, in fixing matches with ██████████ and could bring no rational explanation that could rebut the very convincing proof which the ITIA relied upon to bring forward the Charges against him.
128. Therefore, the weight and sufficiency of the evidence before the AHO allows for very logical inferences to be made with regards to the \$6000 wire transfer that was sent to Sanjar Fayziev and ██████████.
129. Lending greater credence to the AHO’s finding on liability for Charges 2 and 3, Mr. Fayziev also had no explanation as to why he was seemingly communicating about match fixing with ██████████ by Facebook Messenger and informing, if not warning, ██████████ that the TIU was at the ██████████ event on ██████████ February 2019, the day that he was first interviewed by the TIU.

130. When ██████████ was asked why he was discussing making money payments to Mr. Fayziev in their Facebook Messenger exchanges, he responded, *“perhaps Sanjar Fayziev needed some money and especially he knew that I’m for ██████████ because tennis players commonly loan each other money to cover the costs of hotels and food. This, speculative response contradicts Mr. Fayziev defense that his hotel, travel and expenses are paid for by his federation and that he has no reason to match-fix because he does not need the money. Numerous exchanges highlighted by the ITIA in the course of the hearing and in its submissions lead to the very reasonable conclusion that Mr. Fayziev was involved to a certain extent in fixing matches with ██████████ which further corroborates Charges 2 and 3. Neither Mr. Fayziev nor ██████████ had any explanation as to why he (or his diminutive “Fay”) is referred to on numerous other occasions in WhatsApp chats between ██████████ and ██████████ that pertain solely to match fixing or why ██████████ would have named him first in a list of players he and ██████████ had worked with to fix matches, other than by discrediting ██████████ “untested” admissions to the ITIA as “lies and fabrications”.*

131. The multitude of incriminating WhatsApp and Facebook Messenger messages in the case file, the ongoing match fixing relationship Mr. Fayziev appears to have had with ██████████ ██████████ even if seemingly skittish and not always fully willing (e.g. *“I push him too much” “no, will not make set in the final”*), the fact that ██████████ betting syndicate accounts linked to ██████████ paid Mr. Fayziev and ██████████ \$6000, as agreed to between ██████████ and ██████████ in their WhatsApp exchanges, and no other reasonable explanation being brought forward by Mr. Fayziev for these payments other than stating that he never *“received this money”* and that he could not speak for ██████████ receiving the same, amounts to very incriminating evidence against Mr. Fayziev, even if it does not directly tie him to a specific fix.

132. The degree of persuasion of the corroborating elements considered together allows for a strong logical inference to be drawn that the \$6000 payment was made to Mr. Fayziev as a payment for fixing one match or more. Echoing the findings of the CAS panel at paragraph 284 of CAS 2018/A/6049, *“this was not mere happenstance but the execution of an agreed plan”.*

133. By way of its amended Charge 3 and reliance on the Facebook Messenger messages between ██████████ and Mr. Fayziev, the ITIA further seeks to draw an inference that Mr. Fayziev also encouraged other players to contrive an event. The AHO finds there is insufficient compelling evidence before her to conclude or infer to the necessary standard of proof that Mr. Fayziev encouraged others to contrive events in contravention to Section D.1.f as alleged in the ITIA’s amended Charge.

134. For the above reasons, the AHO nonetheless finds that the ITIA has established Charge 3 on a balance of probabilities and that Mr. Fayziev is liable for the same.

Charge 4

135. The AHO finds that Mr. Fayziev failed to report the corrupt approaches made to him by [REDACTED] in relation to Charges 2 and 3 in contravention to Section D.2.a.i of the TACP. He is therefore liable for the same.

136. The ITIA does not succeed in satisfying its burden in this regard in relation to Charge 1.

ORDER

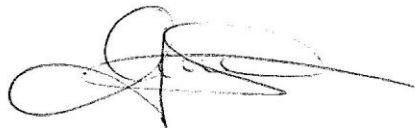
137. The AHO finds that the Covered Person, is liable as follows:

- One breach of Section D.1.d of the 2018 Program in relation to his match against [REDACTED] [REDACTED]
- One breach of Section D.1.d and D.1.f of the 2018 Program in relation to an unidentified match for which \$6000 was received.
- Two breaches of Section D.2.a.i of the 2018 Program for failing to report [REDACTED] corrupt approaches to the ITIA.

138. As provided in paragraph 40 of Procedural Order 1 and Section G.4.a of the TACP, a provisional suspension is to be immediately imposed on Mr. Fayziev pending the AHO's Decision on Sanction.

139. As agreed by all Parties at the hearing, the ITIA's Submissions on Sanction are to be filed within four weeks of the issuance of this Ruling on Liability and Mr. Fayziev's Submissions on Sanction are to be filed within four weeks of the ITIA's deadline. The AHO will then issue a Decision on Sanction in accordance with the TACP, which will be appealable to the Court of Arbitration for Sport.

Dated at Beaconsfield, Quebec this 25th day of July 2023



Janie Soublière C. Arb.

Anti-Corruption Hearing Officer