

In the Matter of a Notice of Alleged Major Corruption Offenses under the:

**TENNIS ANTI-CORRUPTION PROGRAM**

(hereinafter the “TACP”)

**Tom Jomby**

(hereinafter the “Player”)

**and**

**International Tennis Integrity Agency**

(hereinafter the “ITIA”)

Representing the Player:

Mme Hortense Douard, Avocate à la Cour

Representing the ITIA:

Mathieu Baert and Fine Schreurs, Everest Law

Anti-Corruption Hearing Officer

Mr Ian Mill KC

(hereinafter, the “AHO”)

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**DECISION ON LIABILITY AND SANCTION**

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## **DISPOSITION SUMMARY**

In summary, for the reasons set out below, I, as the appointed AHO, have concluded and order as follows:

1. The Player has committed 12 of the 20 Major Offenses with which he has been charged, involving breaches of sections D.1.d, D.1.b and D.2.a.i of the 2017 TACP.
2. The remaining eight Charges are dismissed.
3. The Player is to serve a period of ineligibility to Participate in any Sanctioned Events of seven years from the date of this Decision.
4. The Player is to pay a fine of US\$20,000.
5. In accordance with section G.4.e of the 2024 TACP, this Decision is to be reported publicly.
6. This Decision may be appealed to the Court of Arbitration for Sport in Lausanne, Switzerland. The deadline for filing such an appeal under section I.4 of the 2024 TACP is 20 business days from the date of receipt of this Decision by the appealing party.

## **DECISION ON LIABILITY**

### **Introduction**

1. On 3 September 2024, the ITIA sent a Notice of Major Offenses pursuant to section G.1.a of the 2024 TACP to the Player. That Notice informed the Player, a former French professional tennis player, that he was being charged with 20 alleged breaches of the 2017 TACP. Those 20 breaches related to five tennis matches in which the Player had participated during the course of 2017. In respect of each such match, the Player was alleged to have acted in breach of sections D.1.d, D.1.b, D.1.f and D.2.a.i of the TACP (“the Charges”).
2. As to those sections:
  - a. section D.1.d prohibited the Player from contriving or attempting to contrive the outcome and/or an aspect of the match;
  - b. section D.1.b prohibited the Player from contriving the outcome and/or aspects of the match in order to facilitate betting on that match;
  - c. section D.1.f prohibited the Player from soliciting or receiving money with the intention of negatively influencing his best efforts in the match; and
  - d. section D.2.a.i required him to have reported the approaches allegedly made to him to contrive aspects of the match.
3. The Player responded to that Notice by an email on 16 September 2024. He did not challenge his obligation to comply with each of those sections in respect of each of those matches, but he denied having committed any of the alleged breaches and requested that a hearing of the Charges take place. In consequence, I was appointed as AHO to conduct that hearing, which took place remotely on 30 and 31 January 2025.

## Background

4. There is a background context to the Major Offenses alleged to have been committed by the Player which it is appropriate to summarise at the outset.
5. This is the latest in a series of cases, all of which are said by the ITIA to arise from the activities of one particular organised criminal network.
6. Last month, AHO Richard McLaren decided the case of *Thivant v ITIA*. In the course of his Decision in that case, he set out a summary of what he understood to be the relevant factual background in those cases, based upon the evidence adduced at, and the outcomes and rulings in, previous proceedings, as well as at the case with which he was then concerned. Having read that summary carefully, it seems to me to be both accurate and fair. I therefore propose to repeat (with appropriate amendments) that summary below, as being relevant background in the present case. I should add that I am doing so in circumstances where the Player has not advanced a case which challenges the accuracy of that background. Rather, his case is that, whatever the activities of that criminal network might have been, they were activities in which he played no part.

### (1) Belgian/French Investigations 2014-2018

7. Between 2014 and 2018, Belgian law enforcement carried out a large-scale investigation into the activities of an Armenian-Belgian organised criminal network, which the authorities suspected of manipulating professional tennis matches on a global scale (the “Belgian Investigation”). Subsequently, French criminal authorities, with information from the Belgian authorities, assisted in the Belgian Investigation and initiated their own investigation into several implicated French players.
8. The Belgian Investigation revealed, and the French Police enquiries confirmed, that at the centre of the criminal gang was an organisational leader named Grigor Sargsyan (“GS” or “Maestro” amongst other aliases), who admitted the modus

operandi of a corruption scheme of an Armenian-Belgian criminal network of which he was the person in charge. The existence of the widescale corruption and specifics of the scheme have been confirmed by decisions of AHOs and CAS Panels.

9. GS was based in Belgium and bribed professional tennis players on a worldwide scale. Andranik Martirosyan (“AM”), who was based in Armenia, managed the criminal gang’s finances. The Belgian police granted the ITIA authorised access to transcripts of interviews, forensic downloads of mobile telephones and records of money transfers. Much of the evidence in this case comes from the investigation of Belgian and French law enforcement. The information was analysed by the ITIA and its investigators for use in this and other cases. The ITIA’s analysis of and work on the provided data relied upon in this case was described in the witness statement of Zoran Preradovic, an Intelligence Analyst of the ITIA.

10. The Belgium Investigation information revealed the following general methodology for the bribing of tennis players to fix matches for the benefit of a criminal betting syndicate:

- a. **Match Selection:** GS would continuously scan the internet for matches to corrupt and for which the sportsbooks were providing betting odds.
- b. **Player Involvement:** Having identified potential matches, GS would approach players for match-fixing deals, paying them directly or using intermediaries to recruit others. The terms for fixing included losing points, games, sets or entire matches with specific scorelines. Winning a match did not necessarily exclude the player from being involved in a fix.
- c. **Bet Placement:** GS’s associates placed bets based on confirmed fixes, often via Telegram or WhatsApp. GS and AM managed an extensive criminal network of Armenian and Belgian individuals operating throughout numerous countries.
- d. **Payment:** After the fix, GS arranged payments to players through MoneyGram, Western Union, Skrill, Neteller or in-person cash meetings.

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

(2) Modus Operandi of GS

12. The method of operation of GS provides the context for the match-fixing offenses which the ITIA alleges were committed by the Player.

(i) How was the betting organised?

13. The Belgian Investigation established that GS's accomplices bet in two different ways: either online through internet betting sites, or in-person at a betting shop or newsagent. Accomplices used the information provided by GS to coordinate both online and in-person betting activity in Belgium and operated a network of up to 1,671 front men/mules/accounts throughout various countries, whose identities could be deployed to fix matches.

14. The betting on fixed matches was controlled by GS. GS carefully managed the number and distribution of bets to avoid suspicion from betting companies, which could result in cancelled bets. Bets were typically small (EUR 20-25) and placed individually or as accumulators on multiple matches, which is a more lucrative form of betting. GS also maintained direct contact with at least one player involved in the fixed match.

15. Following the conclusion of the tennis match, the accomplices handed over the profits from the fixed bets to GS and AM, who kept track of the total winnings. GS

and AM regularly received images of purchased betting slips as evidence of successful payment.

16. An investigation into Neteller uncovered lists of financial transactions linked to the GS criminal network. Multiple accounts associated with GS and AM were flagged for suspicious betting activities.

(ii) Hiding communications with tennis players

17. GS used several tactics to hide his communications with tennis players, including:

- Changing phones and SIM cards.
- Providing new SIM cards to tennis players.
- Saving the contacts of the tennis players in his phone with an abbreviation or pseudonym.
- Communicating through Telegram, an app that encrypts most conversations and automatically deletes the communication after a certain period of time; and,
- Engaging a select group of tennis players who would act as intermediaries on GS's behalf, thereby reducing the number of individuals with whom GS had direct contact.

(iii) Payment process to tennis players

18. GS and AM used various methods to pay players including cash for those living in France, Belgium, Spain or Italy and via money transfer offices such as Western Union or MoneyGram, or via internet apps such as Skrill and Neteller, mostly for tennis players living further abroad.

19. A total amount of US\$ 546,432.01 and EUR 14,353.37 was found to have been transferred through Western Union and MoneyGram with connections to more <sup>7</sup>

than 1,671 Skrill and Neteller accounts. Payments from these accounts were made to players and to accounts used for betting on tennis games.

(3) Oudenaarde Criminal Court Judgment of 30 June 2023

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

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

### **The ITIA's case against the Player**

(i) Introduction

22. In his opening on behalf of the ITIA, M. Baert added some further colour to the background set out above. In particular, he told me that when GS was arrested in June 2018 four mobile phones were found, whose contents were to form the foundation for the investigation which occurred. In addition, he referred me to written submissions from various of the implicated French tennis players, which provided information about GS's provision of mobiles to tennis players and use of Telegram as a means of communication with them.

23. The ITIA adduced oral evidence from two witnesses – Mr Mark Swarbrick and Mr Zoran Preradovic. Mr Swarbrick is a betting liaison officer employed by the ITIA. His evidence consisted of his assessment of betting data supplied in relation to two of the five matches in respect of which the ITIA alleges the Player was guilty of match fixing. Mr Preradovic is an intelligence analyst employed by the ITIA. His



evidence was concerned with the extraction, use and analysis of data extracted from GS's four mobile phones to which I have referred above.

24. The evidence of these two witnesses reflected the substance of the material relied upon as a whole by the ITIA in support of its case against the Player. That material can fairly be categorised as follows:

- a. Evidence specific to the five relevant matches, including contemporaneous documents obtained during the investigation, details of bets placed on those matches and the circumstances of those matches themselves, including the scores and the Player's performances.
- b. Evidence, predominantly consisting of documents obtained during the investigation, which was said to demonstrate the Player's involvement at a more general level in the activities of the criminal network.

25. The ITIA further relies upon the evidence given by the Player in answer to questions put to him at the hearing and to answers given by him in response to police questioning in March 2019. In short, the assertion made is that untruthful answers, given by him in response to those questions, bolster the ITIA's case that the Player was indeed involved in the activities of the criminal network. Such involvement is then said to support the ITIA's case in respect of each of the five matches. In particular, it is said to undermine the Player's denial of involvement in match fixing on each of those five occasions.

26. In those circumstances, I propose first to consider the alleged evidence of the Player's general involvement in the activities of the criminal network, before going on to consider the specifics of the five matches.

(ii) Evidence of general involvement

27. The Player was questioned at the hearing before me about his relationship with another tennis player at the time of the alleged offences, Mick Lescure. The Player confirmed that they were friends at the time and that Mr Lescure was someone in whom he had complete trust. The Player was shown part of the transcript of his police interview in March 2019, in which he confirmed that he was aware at the time that Mr Lescure was a friend of someone called “Maestro”, but his case before me was that he did not know at the time that Maestro and GS were the same person. He only found this out subsequently in 2018.

28. The significance of these answers became clear when the Player was shown a French police report of answers given by Mr Lescure to questions put to him in 2018 about his involvement in the criminal activities of GS. Specifically, the following exchange took place:

“Question: It appears from the investigation that you talk to [GS] about several tennis players such as Tom Jomby, Leny Mitjana, Setodji Thomas and David Guez, that you make arrangements about the progress of the game of these tennis matches and that you are negotiating about the amount corruption to falsify those tennis matches. It seems you are a go-between between [GS] and several French tennis players and that you are paid [by GS] to do that. Is that correct? How did this go? Since when have you cooperated with [GS] at falsifying tennis matches? How often that this occur?

Answer: I acknowledge that I have been a go-between between Maestro and the names mentioned who are all tennis players and my friends. Maestro wanted to contact them for match fixing and since he knew there were my friends he asked me to get in touch with them for him. In that sense I have been his go-between, but I did not get paid to do this...”

29. In June 2022, the ITIA brought disciplinary proceedings against Mr Lescure which included a charge based upon the answer given by him quoted above. Mr Lescure was found guilty of that charge. I have seen nothing to suggest that Mr Lescure’s denial of that charge involved any challenge to the accuracy of the answer as set out above.

30. The Player's response, when asked at the hearing before me to explain why Mr Lescure might have included him in his list of tennis player friends for whom he had acted as a go-between, in connection with GS's match fixing activities, was wholly unconvincing. He accepted that his name was included within the list of players given by Mr Lescure (indeed, I note his name was the first to be listed), but denied that he was correctly included in that list:

"I was not part of them. So I think he was talking of the three other players, and he says in his answer, in his reply, "I was a go-between between Maestro and the names you've mentioned" but it doesn't give you specifically what the names are, and I was not part of those people who were involved".

The Player offered no explanation as to why Mr Lescure, his tennis playing friend in whom he placed total trust, should have made such an extraordinary error which, so far as I am aware, remained uncorrected even when it formed the basis of part of a Notice of Major Offense brought successfully against him.

31. Equally implausibly, when asked how in 2017 he knew that Mr Lescure was a friend of someone called Maestro, his evidence before me was that he had inferred this because Mr Lescure had received a telephone call from that person, apparently on one occasion only and apparently without being privy to the contents of their conversation. I am unable to accept that this was truthful evidence.

32. I now turn to consider further material relied upon before me which engages the activities of another tennis player at the time, Mr Alexis Musialek, who was given a lifetime ban<sup>1</sup> for his involvement in the match fixing activities of GS's criminal network in 2023. Two matters in particular are relied upon:

- a. The contents of an exchange among members of an iMessage group which included both the Player and Mr Musialek in May 2017; and

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<sup>1</sup> Currently before the CAS on appeal.

- b. the contents of a WhatsApp exchange between Mr Musialek and GS in May 2018.

33. In the first of these documents, Mr Lescure (having earlier mentioned “Maestro” by name) refers to the fact that he is “waiting for the maestral envelope”. The Player’s response to this is: “the envelope I would use it to buy a car”. In the second document, GS asks a favour of Mr Musialek: “can you give my new number to lajomb”.

34. When asked about these documents at the hearing before me, the Player’s evidence included the following:

- a. That he was not referring to the “maestral envelope” when he gave the response that he did to buying a car (despite his express reference to “the envelope” in his response quoted above).
- b. That he did not understand the references in this conversation to “Maestro”, which is why he did not use that word himself.
- c. That he had no explanation as to why GS should have asked Mr Musialek to give his new number to “lajomb” since, according to the Player, he was never in contact with GS. I note in this context that he accepted in evidence that “lajomb” was a nickname given to him when he was playing tennis at this time.

35. Again, I found the Player’s evidence to be unconvincing and unsatisfactory. In particular, his continued assertion that he was never in contact with GS in the face of the evidence referred to above struck me as clearly untrue.

36. Further such material was put to the Player when he appeared before me. I do not regard it as necessary to lengthen this Decision by referring to the evidence given by the Player in those respects. Suffice to say that: (a) his evidence was similarly

unconvincing; (ii) I have of course had regard to all the material put before me and all the evidence given in reaching the conclusion which follows.

37. That conclusion, reached without hesitation, is that the Player was indeed involved in the criminal network activities of GS at the time of the five tennis matches which are the subject matter of the ITIA's Charges against him.

38. However, it by no means follows from that conclusion that the ITIA is entitled to succeed in relation to the matters with which the Player is charged. It remains necessary for the ITIA to establish on the evidence as to the specifics of each such match that the Player's conduct in relation to that match included or involved an instance of his involvement in those criminal activities. My finding that the Player had a general level of involvement in those activities assists the ITIA in proving its charges against him, but is of itself insufficient for those purposes. I turn therefore to consider the case against the Player by reference to the available evidence in relation to each of the five matches.

(iii) The five matches

**Match 1: [REDACTED] v Jomby [REDACTED] July 2017**

39. This match, in the [REDACTED] round of an [REDACTED] USA [REDACTED] tournament, was [REDACTED] by [REDACTED]  
[REDACTED] [REDACTED] [REDACTED]

40. The ITIA summarises the specific evidence which it claims establishes the commission by the Player of the offences with which he is charged in relation to this match as follows:

- a. Discussions between Mr Lescure and GS about the match.
- b. Clear interest from GS in the outcome of the match.
- c. Instructions from GS to his accomplices to place bets on the match.
- d. Independent betting alerts indicating suspicious betting activity.
- e. Match results (and instances of double faults) that align with GS's instructions and the betting alerts.

41. As to (a) above, the ITIA referred me to a written exchange between GS and Mr Lescure on the day before the match in which those participants agreed to talk later that day on Telegram about the match (“Jomb vs [REDACTED]”<sup>2</sup>).

42. As to (b) above, I was shown a number of screenshots of betting websites showing match 1 which were saved on GS’s phone.

43. As to (c) above, I was shown a series of exchanges between GS and his accomplice “[REDACTED]” which clearly involved instructions to that accomplice to bet on the match and which included the following passage (when translated):

“Jomby will lose the [REDACTED] set: his [REDACTED] break + [REDACTED] set: [REDACTED]”

I was also referred to further exchanges between the same two participants which suggested that EUR 4,500 in bets had been placed on the match.

44. As to (d) and (e) above, my attention was drawn to contemporaneous reports of suspicious betting activity for the match which were focused on the Player losing the [REDACTED] game of set [REDACTED] and the [REDACTED] and [REDACTED] games of set [REDACTED]. The ITIA’s submission to me was that the Player’s performance in the match perfectly aligned with GS’s apparent instructions: losing the [REDACTED] service game in the [REDACTED] set and losing the [REDACTED] set [REDACTED]. It also matched the betting alerts, which predicted losses in the [REDACTED] game of the [REDACTED] set and in the [REDACTED] and [REDACTED] games of the [REDACTED] set.

45. That submission appears to me to be factually correct. It was not challenged by or on behalf of the Player. When asked for his explanation for that alignment, the Player responded: “I’ve got no idea”. His overarching response in relation to this and the other four matches was that he had never been involved in match fixing,

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<sup>2</sup> “[REDACTED] translates as “[REDACTED]” – i.e. Mr [REDACTED]

an assertion which I am unable to accept as truthful in the light of my findings above.

46. I am, in the circumstances and in the light of the evidence identified above, fully satisfied that match 1 was an occasion on which the Player participated in GS's criminal activities.

**Match 2: [REDACTED] v Jomby/[REDACTED] [REDACTED] August 2017**

47. This match, in the [REDACTED] round of a men's doubles [REDACTED] USA tournament, was [REDACTED] by the Player and his partner [REDACTED] [REDACTED]

48. In support of its case against the Player in relation to this match, the ITA points to:

- a. Screenshots of betting websites showing this match saved on one of GS's mobiles.
- b. A screenshot showing this match which was sent by GS to his accomplice, [REDACTED]<sup>3</sup>, shortly before the commencement of the match.
- c. WhatsApp messages between GS and [REDACTED] which included the following (in translation) from GS:

“For Jomby it will give the [REDACTED] serve of each set...

Set [REDACTED] game [REDACTED] win [REDACTED]

- d. The fact that the Player lost the [REDACTED] game (his team's [REDACTED] serve) in the [REDACTED] set.

49. However, the Player did not lose his team's [REDACTED] serve in set [REDACTED]. As such, match 2 does not have the same perfect alignment of instruction and actuality which we

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<sup>3</sup> Unidentified, but referred to as “[REDACTED]” in the cases.

find with match 1. There is nonetheless a significant element of alignment, given what happened in game [REDACTED] of the [REDACTED] set.

50. Overall, I am persuaded by the factors pointed out to me by the ITIA as set out above that match 2 was another example of the Player participating in GS's criminal activities.

**Match 3: Jomby/[REDACTED] v [REDACTED] [REDACTED] August 2017**

51. This match, a [REDACTED] in the same tournament as match 2, was [REDACTED] by the Player and his partner [REDACTED] [REDACTED] ([REDACTED])

52. The ITIA asserts in relation to this match that:

- a. GS was clearly interested in the match – again, betting websites showing this match were saved on his mobile.
- b. GS gave specific instructions to [REDACTED] (“Jomby/[REDACTED] they’ll give [REDACTED] set = [REDACTED] serve in [REDACTED] set”), which were reflected in the outcome.
- c. Suspicious activity in relation to bets on the Player and his partner losing the [REDACTED] set resulted in such bets being cancelled by a licensed operator.

53. The evidence advanced by the ITIA clearly supports each of these assertions, and is more than sufficient to establish that match 3 was another example of the Player participating in GS's criminal activities.

**Match 4: Jomby/ Authom [REDACTED] September 2017**

54. This match was a [REDACTED] round men's singles match in an [REDACTED] France [REDACTED] tournament. The Player [REDACTED] the match [REDACTED] [REDACTED] [REDACTED]



55. In relation to this match, the Player's approach to the case against him was very different when compared to the matches which I have considered previously. On this occasion, he was prepared to offer an explanation for the materials (which I consider below) which were relied upon in evidence by the ITIA – an explanation which proceeded on the assumption that this match was indeed fixed. This at least introduced an element of realism into the Player's evidence which was otherwise not obviously present. The Player's suggested explanation was that the fix had been agreed by the other player in the match, Mr Maxim Authom, with Mr Lescure. In support of that proposition, the Player referred to the mention of Mr Authom ("Atom") in the WhatsApp messages upon which the ITA relied and upon an assertion that Mr Authom had been found guilty of fixing a match - an assertion which was not challenged by the ITIA.

56. I have read with particular care the submissions made in relation to this match by M. Baert on behalf of the ITIA, during the course of which he sought to persuade me that a correct reading of those WhatsApp messages supported a case of fixing against the Player and not Mr Authom. He was hampered in that attempt by translations of the relevant parts of those messages which were said to be inaccurate. It is by no means impossible that the ITIA was justified in its belief that this was another instance of misconduct by the Player. However, on this occasion, I am insufficiently persuaded. The Charges against the Player in relation to match 4 must accordingly be dismissed.

#### **Match 5: Jomby v [REDACTED] September 2017**

57. In relation to this match, in the [REDACTED] round of the men's singles in an [REDACTED] France [REDACTED] tournament which the Player [REDACTED] [REDACTED] [REDACTED] the ITA was back on much firmer ground. It was once more able to point to evidence of GS's specific interest in the match, it was able to point to precise instructions provided by GS (which involved the Player losing his [REDACTED] service game of each set) and it was able to point to the Player's performance aligning with those instructions. The ITIA was also able to point to a message sent after the end of the match by Mr Lescure to

GS which, in translation, read: “good jomb?” I am in no doubt that this question was not concerned with whether that the Player had won or lost the match.

58. In short, I am fully satisfied that match 5 is a fourth example of the Player participating in GS’s criminal activities.

(iv) The Charges

59. As set out in paragraph 2 above, in respect of each match the Charges laid by the ITIA are the same. It seems to me clear, based on the background, my findings as set out above and the unchallenged submission that the Player did not report any corrupt approach made to him, that the Player committed the breaches alleged of sections D.1.b, D.1.d and D.2.a.i of the 2017 TACP in relation to each of match 1, match 2, match 3 and match 5, and I so find.

60. That leaves the Charges based on the alleged breaches of section D.1.f of the 2017 TACP. That section prohibits a Covered Person from soliciting or accepting “any money, benefit or Consideration with the intention of negatively influencing a Player’s best efforts in any Event”. The ITIA’s written submission in relation to each match was that the Player had “contrived the outcome or an aspect of” the match in breach of this section. However, as Mme. Douard correctly emphasised in her submissions on behalf of the Player, that does not follow - what would be required in order to establish a breach of this section was sufficient evidence of the Player soliciting or accepting money in return for his match fixing activities.

61. True it is, as set out in the ITA’s written submissions, that there had been evidence in other cases of payments being made, and I am prepared to accept the ITIA’s submission that the absence of evidence of money transfers as between the Player and GS was not itself significant because GS “mostly paid French tennis players in cash and often at the Gare du Nord in Paris”. Moreover, I would have listened with interest to a detailed submission on behalf of the ITIA which advanced an inferential case as to payments solicited or received by the Player.

However, no such submission was made and I am not prepared to draw inferences adverse to the Player in the absence of such a case having been explicitly advanced, debated and considered.

62. I therefore dismiss the Charges based upon alleged breaches of section D.1.f of the 2017 TACP in relation to each of match 1, match 2, match 3 three and match five.

### **DECISION ON SANCTION**

63. The Player has committed a total of 12 breaches of the 2017 TACP (three breaches in respect of each of four matches).

64. That said, the ITIA proposes that I should treat all offences in respect of each match as in effect one Major Offense, on which basis I would be sanctioning the Player on the basis that he had committed four Major Offenses. I regard that proposition as sensible and proportionate, and I intend to adopt it in what follows.

65. I have had drawn to my attention the 2024 iteration of the Sanctioning Guidelines issued by the Tennis Integrity Supervisory Board. These Guidelines aim to provide a framework to support fairness and consistency in sanctioning across the sport. As they themselves make clear, these Guidelines are not binding upon me. Nonetheless, and bearing in mind that the CAS has on a number of occasions decided that it was appropriate to follow them, I intend to take them fully into account.

66. The ITIA in its helpful written submissions to me on the issue of sanction has addressed in turn each of the five steps in the process which the Guidelines have adopted. Having done that and, as I understand it, cross-checked its conclusions (for consistency) against other decisions reached involving players participating in the same criminal network activities, the ITA submitted that, on the basis that it had established breaches in relation to each of the five matches, the Player should

be ordered to serve a 6.5 year suspension from the sport of tennis and pay a fine of US\$ 25,000.

67. I summarise my conclusions on each of those steps as follows:

- a. Category of Offense: I agree with the ITIA that (i) in terms of the level of culpability (A to C) and (ii) the level of impact (1 to 3), the offences committed by the Player should be categorised as between B1 and B2. In so concluding, I have not lost sight of the submissions made on behalf of the Player to the effect that the delay (as perceived by the Player) in the commencement of these proceedings against him indicates that the ITIA did not itself regard the transgressions of the Player as particularly serious. Be that as it may (although it would be right to observe that this perception was strongly disputed by the ITIA), ultimately it is my assessment of the seriousness of the offences which is relevant, and my assessment is as set out above.
- b. The starting point: Using the table at step two of the Guidelines, the starting point (given my conclusion in (a) above) for a suspension of the Player is between three and 10 years. The starting point chosen is then subject to variation depending on the existence and nature of any aggravating or mitigating factors. The ITIA has taken as its starting point the midpoint between those two limits (based on the assumptions that: (i) all 20 Charges against the Player would be found proven, and (ii) there were no relevant aggravating factors which would warrant a longer period of suspension). To my mind, there is one material aggravating factor in this case, which is the willingness of the Player to tell deliberate untruths in evidence (as set out above). It is one thing for a respondent to such charges to put the ITIA to strict proof of the allegations against him or her; it is quite another when the respondent shows his contempt for the process by deliberately ignoring his obligation to tell the truth. There are, so far as I can see, no mitigating factors which I should take into account. The Player 20

invited me to treat the length of time during which he had been on the circuit at the time of the offences as being an extenuating circumstance. I see no reason to accede to that invitation. He was an experienced player, who had had to take time off through injury but who would have understood at the time the wrongfulness of his misconduct. There are no early admissions which might justify a reduction in the period of suspension (step three of the process). There are no other factors which might merit such a reduction, such as the provision of Substantial Assistance to the ITIA (step four of the process).

- c. I have concluded, in all the circumstances, that the period of suspension for the Player should be one of seven years.
- d. The ITIA invites me (in relation to step five of the process) to add a fine to the suspension against the Player, on the basis that this would reflect a key aim of the TACP, which is to reach a reasonable and proportionate sanction which acts as an effective deterrent. The Fines Table in the Guidelines would, on the basis adopted by the ITIA, lead to a fine of US\$ 20,000. I have concluded that the addition of the fine would be appropriate in this case, and that the sum of US\$ 20,000 would be the correct amount to impose subject only to any material evidence of inability to pay. On this last point, the Player helpfully provided evidence of his declared income in 2022 and 2023, which led to a submission on his behalf that an amount such as that to which I have just referred would be disproportionate and inappropriate. The ITIA made it clear that it would not refuse any proposed realistic payment plan. On that basis, I consider that US\$20,000 is the correct amount to impose by way of fine.

68. I therefore order as follows:

## ORDER

1. The Player is to serve a period of ineligibility to Participate in any Sanctioned Events of seven years from the date of this Decision.
2. The Player is to pay a fine of US\$20,000.
3. In accordance with section G.4.e of the 2024 TACP, this Decision is to be reported publicly.
4. This Decision may be appealed to the Court of Arbitration for Sport in Lausanne, Switzerland. The deadline for filing such an appeal under section I.4 of the 2024 TACP is 20 business days from the date of receipt of this Decision by the appealing party.



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IAN MILL KC, AHO

DATED THIS 6<sup>TH</sup> DAY OF MAY 2025