

**CAS 2023/A/9961 Alexis Musialek v. The International Tennis Integrity Agency (ITIA)**

**ARBITRAL AWARD**

**delivered by the**

**COURT OF ARBITRATION FOR SPORT**

**sitting in the following composition:**

President: Mr Ulrich Haas, Professor in Zurich, Switzerland and Attorney-at-Law in Hamburg, Germany

Arbitrators: Dr Hamid G. Gharavi, Attorney-at-Law in Paris, France  
His Honour James Robert Reid KC, Retired Judge in West Liss, United Kingdom

Clerk: Ms Stéphanie De Dycker, Clerk with the CAS, Lausanne, Switzerland

**in the arbitration between**

**Alexis Musialek, Anglet, France**

Represented by Mr Christophe Bertrand and Mr Baptiste Huon, Bertrand & Associé, Attorneys-at-law in Paris, France

**Appellant**

**and**

**The International Tennis Integrity Agency (ITIA), United Kingdom**

Represented by Ms Louise Reilly, Kellerhals Carrard, Attorney-at-Law in Lausanne, Switzerland and Mr Mathieu Baert and Ms Fien Schreurs, Everest Advocaten, Attorneys-at-Law in Ghent, Belgium.

**Respondent**

## **I. PARTIES**

1. Mr Alexis Musialek (the “Appellant” or the “Player”) is a former professional tennis player of French citizenship born on 4 July 1988. He achieved a career-high world ranking of 255 and his last tournament was in October 2022.
2. The International Tennis Integrity Agency (“ITIA” or the “Respondent”) is an independent body in charge of promoting, encouraging, enhancing and safeguarding the integrity of tennis worldwide. It is established in London, United Kingdom.
3. The Appellant and the Respondent are jointly referred to as the “Parties”.

## **II. FACTUAL BACKGROUND**

4. The present appeal is brought against a decision rendered by the Anti-Corruption Hearing Officer (“AHO”) on 4 August 2023, which found the Player guilty of 39 corruption offences arising from nine matches that occurred in 2016, 2017 and 2018, as a result of which the Player was sanctioned with a lifetime ban as well as a fine in the amount of US\$ 50,000.
5. Set out below is a summary of the relevant facts and allegations based on the Parties’ written submissions, pleadings and evidence adduced and at the hearing. Additional facts and allegations found in the Parties’ written submissions, pleadings and evidence may be touched upon, where relevant, in connection with the legal discussion that follows. While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in its Award only to the submissions and evidence it considers necessary to explain its reasoning.

### **A. The Player’s registration for ITF tournaments**

6. The Player first registered for an ITF International Player Identification Number (“IPIN”) in 2011. The IPIN allows him to participate in tournaments sanctioned by the ITF. He also electronically signed the IPIN every year since 2011 until 2022, in particular for the years 2016, 2017 and 2018. By signing the respective IPIN, the Player agreed to the so-called “Player Welfare Statement” (“PWS”), in which he agreed to adhere to the relevant rules, including the Tennis Anti-Corruption Program (“TACP”).
7. As part of his IPIN registration, the Player completed the Tennis Integrity Protection Program (“TIPP”) on a regular basis, i.e. for the first time on 9 April 2013 and on 12 March 2022 for the last time. The TIPP is an interactive online e-learning programme designed to familiarise tennis players with the rules of the TACP and, in particular, educate players how to protect themselves from the threats of betting related corruption and of the obligations of maintaining the integrity of tennis. The TIPP must be completed within a required time period upon acceptance of the Player Welfare Statement, failing which the IPIN is blocked.

**B. Criminal Investigations in Belgium**

8. Between 2014 and 2018, the Belgian Federal Public Prosecutor's Office carried out investigations and unveiled the activities of an Armenian-Belgian organised criminal network that was believed to be operating to fix tennis matches worldwide (the "Criminal Investigation").
9. At the centre of the criminal network were Mr Grigor Sargsyan also known as the "Maestro", "Gregory", "Greg" or "Ragnar" ("GS"), an Armenian national residing in Belgium. GS was responsible for being the point of contact between professional tennis players or a middleman on one side and a network of gang members ("GS Accomplices") who were responsible for placing bets online or using in-store terminals. GS Accomplices also acted as the mules paying off the tennis players for their corrupt activities by in-person meetings or the use of payment mechanisms such as Neteller, Skrill.
10. The criminal network was organized around GS and his associate Mr Grigor Sarkisov ("Sarkisov") and Mr Andranik Martirosyan ("AM"), who is based in Armenia and managed the criminal network's finances.
11. On 5 and 6 June 2018, several house searches were carried out. A total of 17 suspects were arrested, including GS, and they were all interrogated that same day or the day after.
12. During the search of the house of GS, the investigators seized four mobile phones, the content of which was analysed by Belgian investigators. The forensic analysis of these mobile phones revealed images of money transfers, betting slips and screenshots of tennis matches as well as notes, calls and written exchanges between GS and associates and between GS and tennis players regarding match fixing, all of which were compiled in official minutes.
13. On 14 March 2019, as a result of a European Investigative Order, the Belgian investigators obtained information with regards to financial transactions involving individuals implicated in the investigation. In response, they received several lists detailing financial transactions that could be linked to the criminal network associated with GS.
14. Between January and June 2019, in the framework of the Criminal Investigations in Belgium, the French Police interviewed several French tennis players, including the Player, as suspects of being part of a criminal organisation active in match-fixing. Several of these players acknowledged their involvement in match-fixing as well as their collaboration with GS and/or his criminal network.
15. On 28 May 2019, the Player was interviewed by the French Police; he denied being involved in any match-fixing and denied being in contact with GS.

16. The Belgian investigation enabled to draw a list of professional tennis players that are linked to GS and/or his criminal network, among which the Player is listed. The list was established based on specific parameters, which were deduced by analysing the various communications and through a financial analysis that established that the sports players mentioned in the list either (i) directly or indirectly received payments, or (ii) had phone or personal contacts with GS or his entourage, or (iii) admitted their involvement, or (iv) that the criminal network mentioned these players within the scope of their match-fixing operations and/or payments of bribed. The list however mentions that not all the listed players participated in match-fixing activities; some of the communications demonstrate that, although negotiations were held with the players regarding the terms for a specific match-fixing, the match-fixing eventually did not go through.
17. On 23 November 2021 and 6 May 2022, the Belgian criminal investigation reached its conclusion, and the case was referred to the Criminal Court of Oudenaarde in Belgium.

**C. Judgment of the Criminal Court of Oudenaarde**

18. GS, AM and Sarkisov, along with other accomplices, were brought before the Criminal Court of Oudenaarde to defend themselves against charges of participating in criminal organisation, fraud, money laundering, prohibited participation in gambling with the ability to directly influence the outcome, forgery of IT and the use of forged documents and IT.
19. On 30 June 2023, the Criminal Court of Oudenaarde (the “Criminal Court”) rendered its judgment (the “Judgment”). The Criminal Court found GS guilty of leading a criminal organisation, fraud, money-laundering, forgery and use of forged documents and IT. GS was sentenced to a five-year prison sentence and a fine of EUR 8,000. Seven of GS’ accomplices were also sentenced to prison sentences and penalties. Thirteen other accomplices were also found guilty.
20. Seven Belgian tennis players were implicated in the criminal procedures. The Criminal Court decided that they were guilty of participating in a criminal organisation as well as of fraud but decided not to impose custodial sentences due to the players’ lack of criminal records and the lengthy duration of the investigations.
21. Finally, the Criminal Court ordered the forfeiture and confiscation of the capital gains arising from the crimes committed by GS and his accomplices, including AM and Sarkisov.
22. The decision of the Criminal Court described the *modus operandi* of GS’ criminal network as follows:



35

De rechtbank stelt vast dat het dossier vele gewichtige en onderling integraal overeenstemmende elementen bevat die, zonder enige redelijke twijfel, toelaten om met de nodige gerechtelijke zekerheid te besluiten tot het bestaan van een criminele organisatie waarbinnen de 1<sup>ste</sup> beklaagde zich wetens en willens heeft ingeschakeld en zich gedroeg als leider in de zin van artikel 324ter, §4 Sw. van de organisatie.

Op basis van het onderzoek komt immers vast te staan dat de 1<sup>ste</sup> beklaagde contact zocht met diverse professionele tennisspelers met het oog op het maken van afspraken rond tennis-matchen (matchfixing en spotfixing) en het omkopen van de spelers. De 1<sup>ste</sup> beklaagde overhandigde cashgelden aan de omgekochte tennisspelers als tegenprestatie voor de gemaakte afspraken. De 1<sup>ste</sup> beklaagde gaf, indien hij het geld niet cash kon overhandigen, opdracht aan de 2<sup>de</sup> beklaagde in Armenië om de omkoopgelden uit te betalen via geldtransportbedrijven Western Union en Moneygram en digitale portefeuilles Skrill en Neteller. Nadat een tennisspeler een bepaald resultaat behaalde, stuurde de 1<sup>ste</sup> beklaagde via Whatsapp, Viber of Telegram een opdracht tot het versturen van de gelden aan de 2<sup>de</sup> beklaagde. Vervolgens ontving de 1<sup>ste</sup> beklaagde een foto van het verzendingsdocument van de 2<sup>de</sup> beklaagde en op basis van dit document liet de 1<sup>ste</sup> beklaagde weten aan de betrokken tennisspeler welke de identiteit van de zender was en welke ontvangstcode kon worden gebruikt om de gelden te ontvangen. De 1<sup>ste</sup> beklaagde was verantwoordelijk voor het verspreiden van de informatie betreffende de vervalste tennismatchen aan een netwerk van gokkers. Op deze wijze konden de gokwinsten worden gemaximaliseerd. Het gokken gebeurde met vele verschillende gokaccounts waarbij voortdurend werd gezocht naar personen (muilezels) die hun identiteitsgegevens en bankgegevens ter beschikking wilden stellen (tegen vergoeding).

[Free Translation:

“35.

*The court finds that the case file contains many weighty and integrally consistent elements that, beyond any reasonable doubt, allow us to deduce, with the necessary judicial certainty, the existence of a criminal organisation within which [GS] knowingly and intentionally engaged, and behaved, as a leader within the meaning of Article 324ter, §4 of the Penal Code of the organisation.*

*Indeed, based on the investigation, it is established that [GS] contacted several professional tennis players with a view to making arrangements around tennis matches (match-fixing and spot-fixing) and bribing the players. [GS] handed over cash money to the bribed tennis players in return for the agreements made. [GS], if unable to hand over the money in cash, instructed the 2nd defendant in Armenia to pay out the bribes through money transport companies Western Union and Moneygram and digital wallets Skrill and Neteller. After a tennis player achieved a certain result, [GS] sent an order to send the funds to the 2nd defendant via WhatsApp, Viber or Telegram. Then, [GS] received a picture of the document sent by the 2nd defendant and based on this document, [GS] announced to the tennis player concerned the identity of the sender and which receipt code could be used to receive the funds. [GS] was responsible for disseminating the information regarding the forged tennis matches to a network of gamblers. In this way, gambling profits could be maximised. The gambling was done with many different gambling accounts, where there was a constant search for individuals (stooges) willing to make their identity details and bank details available (for a fee).”]*

23. At the hearing before the Criminal Court, GS admitted the charges against him of scam [“*escroquerie*” / “*oplichting*”] under Belgian Penal Code, which are referred to as D.1 in the Judgment:

80.

De 1<sup>ste</sup> beklaagde betwist op de openbare terechtzitting niet langer de feiten onder de tenlastelegging D.1.

[Free Translation: “*The 1st defendant no longer contests at the public hearing the offences under charge D.1.*”]

**D. Investigations from the ITIA regarding the Player and the proceedings before the Anti-Corruption Hearing Officer**

24. On 31 January 2016, the Player emailed the ITIA to report being approached to fix matches, providing all available information.
25. On 15 May 2018, the Player was interviewed by the ITIA in relation to essentially three match alerts: (i) the match between the Player partnering Mr Vibert against [...] and [...] on [...] September 2016 at an [...] tournament in Belgium (“Match 1”), (ii) the match between the Player partnering with [...] against [...] and [...] on [...] November 2016 at an [...] in France (“Match 3”) as well as the match between the Player partnering with Mr Broville against [...], and (iii) [...] on [...] April 2018 at an [...] Tournament in Turkey (“Match 8”). During this interview, the Player voluntarily furnished his mobile phone ([...]) for forensic download.
26. In February 2020, the ITIA was granted access to the evidence collated by the Belgian and French authorities in the framework of the Criminal Investigation, in particular: transcripts of interviews, content of forensic downloads of mobile telephones and records of money transfers.
27. Following the ITIA’s review the Criminal Investigation file, the Player was interviewed by Ms Karen Risby, ITIA investigator, first on 11 July 2022 and again on 12 August 2022.
28. During his interview on 11 July 2022, the ITIA questioned the Player on the three match alerts which he was already questioned about in 2018 as well as all suspicious matches that were discovered during the Criminal Investigation. During the interview on 12 August 2022, evidence from the phone downloads from AM and bank statements related to the criminal network were discussed.
29. During his interviews, the Player always denied being involved in any match-fixing and being in contact with GS. He furnished his mobile phone for a second time on 20 March 2022 for a forensic analysis.
30. On 10 January 2023, the ITIA sent a Notice of Major Offense (the “Notice”) pursuant to section G.1.a of the 2023 version of the TACP, informing him that he was being

charged with 15 charges comprising 39 alleged breaches of the 2016, 2017 and/or 2018 TACP (the “Charges”):

31. The charges are summarised as follows:

“

Charge	TACP Section	Summary
1	D.1.d of the 2016, 2017 and 2018 TACP (Contriving) “No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event.”	<p>i. You contrived or attempted to contrive an aspect of your doubles match on [...] September 2016 at the [...] tournament in Belgium in which you were partnering VIBERT and playing against [...];</p> <p>ii. You contrived or attempted to contrive an aspect of your doubles match on [...] October 2016 at the [...] tournament in Italy in which you were partnering with [...] and playing against [...];</p> <p>iii. You contrived or attempted to contrive an aspect of your doubles match on [...] November 2016 at the [...] tournament in France in which you were partnering [...] and playing against [...];</p> <p>iv. You contrived or attempted to contrive an aspect of your doubles match on [...] July 2017 at the [...] tournament in Belgium in which you were partnering SALMAN and playing against [...];</p> <p>v. You contrived or attempted to contrive an aspect of your doubles match on [...] January 2018 at the [...] tournament in Spain in which you were partnering [...] and playing against [...];</p> <p>vi. You contrived or attempted to contrive an aspect of your doubles match on [...] February 2018 at the [...] tournament in Egypt in which you were partnering [...] and playing against [...];</p> <p>vii. You contrived or attempted to contrive an aspect of your doubles match on [...] April 2018 at the [...] tournament in Turkey in which you were partnering BROVILLE and playing against [...];</p> <p>viii. You contrived or attempted to contrive an aspect of your doubles match on [...] April 2018 at the [...] tournament in Turkey in which you were partnering BROVILLE and playing against [...].</p>

2	D.1.e of the 2018 TACP (Facilitation) “No Covered Person shall, directly or indirectly, solicit or facilitate any Player to not use his or her best efforts in any Event.”	ix. You contrived or attempted to contrive an aspect of the doubles match on [...] May 2018 at the [...] tournament in Spain in which [...] were playing against [...].
3	D.1.b of the 2016, 2017 and 2018 TACP (Facilitation) “No Covered Person shall, directly or indirectly, solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition.”	i-ix. The ITIA alleges that you contrived the outcome and/or aspects of the matches as set out in charges 1 and 2 in order to facilitate betting on those matches in breach of section D.1.b of the TACP.
4	D.1.f of the 2016, 2017 and 2018 TACP (Receipt) “No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration with the intention of negatively influencing a Player's best efforts in any Event.”	i-ix. The ITIA alleges that you received or solicited payments for contriving the outcome and/or aspects of the matches as set out in charges 1 and 2 in breach of section D.1.f. of the TACP
5	D.2.a.i of the 2016, 2017 and 2018 TACP (Non-reporting) <i>“In the event any Player is approached by any person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any other aspect of any Event, or (ii) provide inside information, it shall be</i>	i-ix. The ITIA alleges that you failed to report the approaches made to you by an organised criminal network to contrive aspects of the matches as set out in charges 1 and 2, in breach of section D.2.a.i. of the TACP; x. You failed to report a corrupt approach to the doubles match on [...] May 2018 at the [...] tournament in Turkey in which you were partnering with VIBERT and playing [...]

	<i>the player's obligation to report such incident to the TIU as soon as possible."</i>	
6	F.2.b of the 2018 TACP (non-cooperation): <i>"All Covered Persons must cooperate fully with investigations conducted by the TIU including giving evidence at hearings, if requested."</i>	xi. You did not fully cooperate with the investigation conducted by the TIU (now ITIA) by deliberately withholding information from the investigators during the interview of 15 May 2018.
7	F.2.c of the 2018 TACP (non-furnishing evidence): <i>"If the TIU believes that a Covered Person may have committed a Corruption Offense, the TIU may make a Demand to any Covered Person to furnish to the TIU any object or information regarding the alleged Corruption Offense."</i>	xii. You did not furnish all information and objects regarding the alleged Corruption Offense to the TIU (now ITIA) during the interview of 15 May 2018.

32. On 10 January 2023, the Player disputed the Charges.

**E. Proceedings before the Anti-Corruption Hearing Officer**

33. On 23 January 2023, the Player informed the ITIA that he opted for a hearing before an Anti-Corruption Hearing Officer ("AHO").

34. The Parties filed submissions and exhibits and on 15 June 2023, a hearing took place in London, United Kingdom, during which the Parties were able to set out their arguments.

35. On 4 August 2023, the AHO rendered the following decision (the "Decision"):

*"The following Orders are made:*

*a) The Player, as defined in Section B.10. of the TACP, is found to have committed Corruption Offenses under:*

*i. Sections D.1.d. and D.1.b. of the 2016, 2017 and 2018 TACP ;*

*ii. Sections D.1.f of the 2016, 2017 and 2018 TACP;*

*iii. Sections D.2.a.1 of the 2016, 2017 and 2018 TACP;*

*iv. One offence under section F.2.b of the 2018 TACP;*

*v. One offence under D.1.e 2018 TACP and;*

*vi. One offence under F.2.c of the 2018 TACP.*

- b) For these breaches of the TACP the Covered Person is declared ineligible from Participation in any Sanctioned Event permanently in accordance with Section H.1.a.(ii).*
- c) The above ordered suspension shall commence on and is effective from the day after this Decision as prescribed in Section F.6.h.(ii) of the 2022 TACP. The period begins on 5 August 2023.*
- d) This Decision shall be publicly reported in full as prescribed in Section G.4.e. of the 2022 TACP.*
- e) Under Section H.1.a.(i) a fine of US\$50,000 under a payment plan to be agreed is imposed.*
- f) The Decision herein is a final determination of the matter subject to a right of appeal to the Court of Arbitration for Sport (CAS) under Section I. 1. with a deadline under Section 1.4. of 20 Business Days from the date of receipt of the Decision by the appealing party.*
- g) Under Section 1.2. of the 2022 TACP the suspension ordered herein shall remain in effect while under appeal unless CAS orders otherwise.”*

36. The reasoning of the AHO in the Decision was expressed summarized as follows:

***“Determination***

*49. The two essential issues that arise are whether the Player, as the ITIA alleges, was involved in GS’ criminal enterprise and whether each of the allegations in the charges which set out the nature and extent of his involvement is proven. The Player’s case is that there is insufficient proof of either issue.*

***Did the Player take part in GS’ criminal enterprise***

*50. When the Player was interviewed by investigators from the TUI (now ITIA) on 15 May 2018 in the Meeting Room of the Starlight Hotel in Antalya Turkey from 12.48 P.M. local time to 1.49 P.M. local time he was asked to disclose his telephone numbers to which he answered: “Telephone number is [...]”. He also handed over his iPhone to the investigators. However, the AHO is satisfied that this was not his only phone.*

*51. The AHO is satisfied that a different phone number ‘+[...]’ (Telegram ID [...]), which is to be attributed to the Player, was found to have been stored in the contacts of one of GS’s mobile devices as “Muse.fr” and was found on a written note next to the name “Muse” during a search in GS’s home together with a list of other phone numbers of corrupt players who worked with GS. The phone numbers of these corrupt players were also stored in the contacts of GS’s mobile devices under similar shortened names to those in the Player’s mobile device. The shorthand references are not merely coincidental names or people impersonating a player’s identity.*

*52. For example, Mr Thivant said in his admissions that his phone was stored as Thiv.FR in GS’s contacts, and he believed LENY.FR was Leny Mitjana. The shortened forms of names stored by GS are sufficiently similar to Muse.fr to provide strong supporting evidence that Muse.fr is indeed the Player. The Player’s number was also stored in M.Lescure’s contacts as ‘La Muse’.*

*53. There is other supporting evidence from Jerome Inzerillo who stated in his interview that Muse was the nickname for Alexis Musialek<sup>8</sup>. His number is saved in his contacts*

as ‘La Muse’. Moreover, in the Player’s interview with the French police on 18 May 2015, he himself acknowledged the nickname<sup>9</sup>.

54. Moreover, a telling communication was found between GS and the above-mentioned number on 21 and 22 May 2018 (a few days after the Player’s interview with the TIU referred to above).

[...]

55. The AHO is satisfied that Muse.FR is the Player. No credible explanation has been put forward for any other conclusion. There is no credible evidence to suggest that any other person could have been Muse.FR. or that he was impersonated by someone else.

56. The Belgian investigation found that GS distributed SIM-cards to the tennis players he worked with. The AHO infers that the Player used a second phone and phone number to communicate with GS about match-fixing.

57. The Player has denied that this provides any support for the case against him because he was in fact interviewed about four matches (not three) so it must have been someone else that was communicating with GS. However, it is clear from the interview that he was effectively questioned about three incidents and the communication is consistent with this.

58. The AHO also notes that the Belgian investigation concluded that the player was linked to GS and his criminal network. The Player is noted as No.133 on their list.

59. In addition the French criminal material reveals that Mick LESCURE names Alexis MUSIALEK as one of the tennis players who collaborated with GS<sup>10</sup>.

60. From the phone provided to the ITIA by the Player there is also evidence to show that he was communicating with other players about GS.

61. There are manuscript notes of GS which show there were amounts owing to ‘Muse’ and a meeting at McDonald’s at the Gard du Nord, from which it can be fairly inferred the Player was paid in cash<sup>12</sup>.

62. There is evidence to show that GS and the Player talked about [...] and GS asked the Player to find other interested people<sup>13</sup>.

63. From this evidence, the AHO is left in no doubt that the Player was very much involved in GS’s criminal network and was in communication with GS and others on a regular basis. There is no evidence to support a case of mistaken identity or coincidence. The evidence all points towards the Player’s involvement and complicity in GS’ network.

***Did the Player, as alleged in the charges, fix or attempt to fix matches, solicit another to do the same, fail to cooperate with the ITIA and fail to report corrupt approaches***

64. It is necessary to examine each match and the conduct alleged in a little detail. [...]

***A) Charges concerning the match of [...].09.2016 Belgium [...], Men’s Doubles, [...] v. MUSIALEK/VIBERT (match 1)***

[...]

69. The AHO accepts the following evidence.

70. A betting alert confirmed suspicious bets were placed. Mark Swarbrick states that the bets were deemed highly suspicious. The accounts bet on the significant underdogs [...] at a price of 4 which equates to them having a 25% chance of winning the event. To see such action on a minor match at this level prior to the event starting is very

*unusual. The bets were placed just 2 minutes apart, with it being the first bet for account 1 and just the second for account 2 since opening of the accounts.*

*71. Both accounts were opened and registered with addresses in Brazil and both accounts were inactive for a couple of days before any betting activity. Noteworthy is also the fact that both accounts placed bets in GBP, which raises red flags since the accounts are registered in Brazil. The bets were successful.*

*72. The AHO is satisfied the match was fixed. Both the Player and Vibert were in GS's network.*

*73. Although the Player was not responsible for the double faults (his partner Vibert served them) it is to be inferred in all the circumstances that he was aware that the match was fixed, that he participated in it and failed to report a corrupt approach. It is also to be inferred that he was paid for this conduct.*

*74. The AHO accepts the ITIA submission that the fact that Mr Vibert said to the French authorities that he did not tell a teammate when he was engaged in match fixing is hardly surprising given that his team mate would have to report that to the ITIA.*

*75. The AHO does not find it plausible that both players would not have been well aware of the fix and the terms of it because that would ensure the outcome required.*

*76. There is in addition an exchange between GS and Mr Inzarillo that shows both players had been approached together to potentially fix a match (match 10-see below) and the phrase 'they don't want' is used by Mr Inzarillo indicating a joint approach was made to the same players, albeit in another match.*

***B) Charges concerning the match of [...].10.2016 Italy [...], Men's Doubles, [...] v. [...]/MUSIALEK (match 2)***

*[...]*

*80. The AHO accepts the following evidence.*

*81. The witness statement of Steve Downes showed two screenshots of the website SOFASCORE on the phone of GS regarding this match.*

*82. [...] supplied bet data from this match to the ITIA and alerted the ITIA to suspicious bets placed on [...]. 4 bets were placed, betting on "[...] to win the [...] game. The bettors were linked to GS' network.*

*83. The scorecard shows that the Player was serving in his [...] game (the [...] game) and it was indeed won by the opponents. The Player served [...] double faults in this specific game, having served no other double faults in the rest of the match.*

*84. The AHO is satisfied that the match was fixed and that the Player contrived the outcome of the [...] game of the [...] on his serve in accordance with the fix.*

*85. It follows that the Player failed to report a corrupt approach. It is also to be inferred that he was paid for this conduct.*

*86. The bets were placed after the commencement of the match and so the criminal network were able to identify the service game which was fixed.*

***C.) Charges concerning the match of [...].11.16 [...] France, Men's Doubles, [...] v. [...]/MUSIALEK (match 3)***

*[...]*

*90. The AHO accepts the following evidence.*



91. The ITIA had been alerted to this match by the [...]. There are suspicious betting reports from two betting operators.

92. Ms Risby explains in her statement that this match received interest from GS, with at least six screenshots saved on one of his phones. The Belgian criminal file under report 13129/2018 also shows several screenshots by GS of this match. One of these is a communication which shows payments intended for both players “1500 [...], 1500 for Muse”

93. According to M. Lescure both the Player and [...] had been part of GS’ network.

94. The AHO is satisfied the match was fixed. The Player failed to report a corrupt approach. It is also to be inferred that he solicited money for this conduct, even though he may not have been paid.

95. Notwithstanding that some of the results were not in line with the bets, taking in account the *modus operandi*, and the evidence referred to above, the AHO is satisfied that an arrangement with the Player was made and for unknown reasons, could not be executed.

[...]

**D) Charges concerning the match of [...].07.2017 [...] Belgium [...] Men’s Doubles, [...], MUSIALEK/SALMAN v. [...] (match 4)**

[...]

99. The AHO accepts the following evidence.

100. The Belgian police report 010632/2019 mentions this match (n° 238) as suspicious.

101. The following message was sent between GS and an accomplice on 31 July 2017, just when the match commenced:

‘Musialek [sic] is not available’.

102. In evidence the Player said he was never available because everyone knew that he was clean.

103. In light of the AHO’s findings in this case, the AHO does not think it is credible that it can mean the Player would never accept corrupt approaches to fix matches. The AHO accepts that this sentence is likely to mean that the betting operators are not offering the match or that the betting odds are not good.

104. Multiple screenshots were found of this match on one of GS’s mobile devices.

105. The scorecard shows [...] double faults in total were served by the Player and Mr Salman. Mr Salman served [...]. The Player served [...] double faults, [...] in the [...] game of the [...] set and [...] in the [...] game of the [...] set.

106. The AHO is satisfied the match was fixed.

107. It is to be inferred that the Player agreed to fix the match.

108. The Player failed to report a corrupt approach. It is also to be inferred that he was paid for this conduct.

**E) Charges concerning the match of [...].01.18 Spain [...], Men’s Doubles, [...], MUSIALEK[...] v. [...] (match 5)**

[...]

111. The AHO accepts the following evidence.

112. The Belgian police report 010632/2019 names this match (n° 181) as suspicious. A screenshot was found on one of GS’ mobile devices of multiple betting slips for this match. The ITIA identified four betting slips from QF Sport, five betting slips from Sisai

*Matchpoint, four betting slips from Goldbet, three betting slips from Eurobet and one betting slip from Snai Sport on the screenshot. From some of the betting slips it can be identified that bets were placed for this match on “vincitore partita – 2”, Italian for “match winner – 2”, which indicates that a bet was made on [...] to win the match.*

*113. The multi-bet slip contains not only this match, but also the following match:*

*- USA [...] – [...] / MAYTIN v. [...] dd. [...].01.18*

*114. The betting slip shows that a bet was made on [...] to win the match.*

*It should be noted that it has been established in the Belgian investigation that Maytin has cooperated with GS and received several money transfers from the criminal network.*

*115. The fact that the betting slip shows a multi bet and it has been established that another tennis player of the second match was involved with GS, makes it highly likely that GS was in contact with one or several tennis players participating in the other match since a multi-bet is only successful when both bets succeed.*

*116. The AHO is satisfied the match was fixed.*

*117. It is to be inferred that the Player agreed to fix the match.*

*118. The Player failed to report a corrupt approach. It is also to be inferred that he was paid for this conduct.*

***F) Charges concerning the match of [...].02.18 Egypt [...], Men’s Doubles, [...], [...] / MUSIALEK v. [...] (match 6)***

*[...]*

*122. The AHO accepts the following evidence.*

*123. A screenshot was found on one of the phones of GS of a Telegram message from Mr Musialek stating “Muse : Ok perfect”.*

*124. Additionally, on the same day and immediately after the match and after the screenshot was modified (presumably saved), it appears from the Belgian criminal file that a note was inserted on one of the phones of GS with the words: “Muse 0:0”, which appears, from the criminal file, to refer to an amount of money owed by or to Mr Musialek from GS.*

*125. The AHO is satisfied the match was fixed.*

*126. It is to be inferred that the Player agreed to fix the match. The Player failed to report a corrupt approach. It is also to be inferred that he was paid for this conduct.*

***G) Charges concerning the match of [...].04.18 Turkey [...], Men’s Doubles, [...], BROVILLE / MUSIALEK v. [...] (match 7)***

*[...]*

*129. The AHO accepts the following evidence.*

*130. The Belgian police report 010632/2019 names his match (n° 128) as suspicious.*

*131. A screenshot from the ITF App was found on one of GS’s mobile devices. This screenshot mentions three tennis matches, among which is this match.*

*132. Additionally, a screenshot of a betting receipt from the Italian Bookmaker Sisal dated [...] April at 11:06hrs had been found by the Belgian investigators on one of GS’s mobile devices, including a bet on this match. This screenshot was created or copied at 9:59 UTC on the day of the match. This particular match winner selection is [...], with Musialek and Broville losing the match.*

133. It may be reasonably inferred that all three matches were subject of agreements between one or more players and GS' organised criminal network, as two players involved in the other two matches are either banned or the subject of criminal proceedings for match-fixing offenses. Mr Jankovits has admitted to match-fixing in cooperation with GS. Ms Naydenova was found guilty of match-fixing in cooperation with GS and was given a lifetime ban in 2020 for match fixing between 2015-2019. The bets involving Ms Naydenova and Mr Jankovits were successful, however the bet involving the player was not. However a screenshot saved on GS's phone as well as a betting slip showing that bets has been placed on this match, is sufficient to infer that an agreement was made between the Player with GS to fix this match.

134. The AHO is satisfied the match was fixed. It is to be inferred that the Player agreed to fix the match and attempted to contrive the outcome which may not have been successful.

135. The Player failed to report a corrupt approach. It is also to be inferred that he was paid for this conduct.

**H) Charges concerning the match of [...].04.18 Turkey [...], Men's Doubles, [...], BROVILLE/MUSIALEK v. [...] (match 8)**

[...]

138. The AHO accepts the following evidence:

139. Two screenshots of this match were found on one of GS' mobile devices, saved or created at 9:21 and 9:36 respectively, indicating GS' interest in this match.

140. The ITIA had also received a match alert from [...] on 16 April 2018 reporting suspicious betting for Musialek and Broville to lose the [...], which they indeed did. [...]

141. The witness statement of the Mark Swarbrick also concludes that there is no reasonable explanation for the large and sudden upsurge in bets on [...] to win [...].

142. The AHO is satisfied the match was fixed. It is to be inferred that the Player agreed to fix the match. The Player failed to report a corrupt approach. It is also to be inferred that he was paid for this conduct.

**I) Charges concerning the match of [...].05.18 Spain [...], Men's Doubles, [...] [...] v. [...] (match 9)**

[...]

145. The AHO accepts the following evidence.

146. A phone number '+[...]' (Telegram ID [...]), which is to be attributed to the Player, was stored under the contacts of one of GS's mobile devices as "Muse.fr" and was also found on a handwritten note next to the name "Muse" during a search in GS home together with a list of corrupt players who also worked for and with GS.

147. It was on this number (and therefore phone) that the Player informed GS on 22 May 2018 that he had had an interview the week before. He further informed GS that he gave his personal phone which was clean (had nothing incriminating on it). GS answered that this is 'very good' and that the 'system is perfect.' The Player was interviewed on 15 May 2018 and he handed over a 'clean phone'. By handing over a 'clean' phone and not the one used to communicate with GS, the Player ensured his involvement with the criminal network was not detected.

148. On [...] May 2018 numerous Telegram messages were sent by GS to the above mentioned number, according to the Belgian police report 001633/2019. On [...] May 2018, at 1.20pm, the Player informed GS (RAGNAR) that [...] will play in 45 minutes in Spain and that [...] “asks me”.

149. The Player asks “Do you have anything?” GS answers that he will look into it. The Player responds “Tell me when you know if there is something on.”

150. The highly incriminating exchange about the interview with TIU is then disclosed by the Player. GS then informs the Player that the match is not interesting: “Not brilliant that [...] match”. The Player responds “So I tell him I have nothing” and GS responds “Yes nothing today.”

151. The AHO is satisfied there was an attempt to fix this match. The AHO is satisfied the Player facilitated another Player not to use his best efforts.

152. The Player failed to report a corrupt approach. It is also to be inferred that he solicited money for this conduct, even though he may not have been paid.

**J) Charge concerning the match of [...].05.18 Turkey [...], Men’s Doubles, [...], MUSIALEK/VIBERT v. [...] (match 10)**

[...]

158. The Belgian investigators found a Telegram conversation between Jerome Inzerillo and GS. This conversation can be found in the French police report 2018/16/B/14bis.

[...]

The AHO accepts the following explanation of this exchange. Muse, referring to Mr Musialek, and Vib, referring to Mr Vibert, played two doubles matches on [...] May 2018:

- [...].05.18 Musialek/Vibert v [...] (Turkey [...]) or
- [...].05.18 Musialek/Vibert v [...] (Turkey [...])

161. GS made the following proposal and presented three offers:

- Lose the match in [...] sets. Payment will be 1000 (to the players involved) and 500 to INZERILLO.
- Lose the match in [...] sets, specifically the [...]. Payment will be 1500 to the players and 500 to INZERILLO.
- Lose the [...] only. Payment will be 1000 to the players and 500 to INZERILLO.

162. Since the conversation continued on [...] May 2018, the conversation was directed at the second match between Musialek/Vibert versus [...].

163. This is confirmed by the fact that the match was indeed a walkover and won by [...], as shown in the conversation between GS and Inzerillo.

164. The AHO is satisfied the Player was approached to fix a match and failed to report this approach.

**K) THE BREACHES RELATED TO THE NON-COOPERATION AND NON-FURNISHING OF EVIDENCE DURING THE TIU INTERVIEW OF 15 MAY 2018**

[...]

170. For the reasons given above the AHO accepts the Player used a second phone and phone number to communicate with GS about match-fixing and that he deliberately

*chose not to disclose this secondary phone, nor to hand over this second mobile device to the TIU, now ITIA and therefore withheld important information.*

*171. In addition the AHO is satisfied that the Player did not fully cooperate with the investigation and interview by the TIU (now ITIA) on 15 May 2018.*

### **Conclusion**

*172. The AHO is satisfied that in all the material respects detailed above the ITIA has proven its case. The Player fixed or attempt to fix matches, solicited or received money for doing so, attempted to solicit another to do the same, and failed to cooperate with the ITIA and failed to report corrupt approaches.”*

37. The offences confirmed in the Decision can be summarised as follows:

Matches	2016 TACP Breaches						
	D.1.d Contriving	D.1.b Facilitating a bet	D.1.f Soliciting or accepting money	D.1.e Facilitating another player not to use best effort	D.2.a.i Failure to report	F.2.b Failure to cooperate	F.2.c Failure to furnish evidence
Match 1: ([...] v. MUSIALEK/VIBERT) on [...] September 2016	Yes	Yes	Yes	X	Yes	X	X
Match 2: ([...] v. [...]/MUSIALEK) on [...] October 2016	Yes	Yes	Yes	X	Yes	X	X
Match 3: ([...] v. [...]/MUSIALEK) on [...] November 2016	Yes	Yes	Yes	X	Yes	X	X
Matches	2017 TACP Breaches						
	D.1.d Contriving	D.1.b Facilitating a bet	D.1.f Soliciting or accepting money	D.1.e Facilitating another player not to use best effort	D.2.a.i Failure to report	F.2.b Failure to cooperate	F.2.c Failure to furnish evidence
Match 4: (MUSIALEK / SALMAN v. [...]) on [...] July 2017	Yes	Yes	Yes	X	Yes	X	X
Matches	2018 TACP Breaches						
	D.1.d Contriving	D.1.b Facilitating a bet	D.1.e Soliciting players not to use best efforts	D.1.e Facilitating another player not to use best effort	D.2.a.i Failure to report	F.2.b Failure to cooperate	F.2.c Failure to furnish evidence
Match 5: (MUSIALEK/[...] v.	Yes	Yes	Yes	X	Yes	X	X

[...] on [...] January 2018							
Match 6: ([...]/MUSIALEK v. [...]) on [...] February 2018	Yes	Yes	Yes	X	Yes	X	X
Match 7: (BROVILLE /MUSIALEK v. [...]) on [...] April 2018	Yes	Yes	Yes	X	Yes	X	X
Match 8: (BROVILLE / MUSIALEK v. [...]) on [...] April 2018	Yes	Yes	Yes	X	Yes	X	X
Match 9: ([...] v. [...]) on [...] May 2018	X	Yes	Yes	Yes	Yes	X	X
Match 10: (MUSIALEK / VIBERT v. [...]) on [...] May 2018	X	X	X	X	Yes	X	X
Failure to cooperate and furnish evidence	X	X	X	X	X	Yes	Yes

38. The Decision was notified to the Parties on the day of its issuance.

### III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

39. On 4 September 2023, the Appellant filed with the Court of Arbitration for Sport (the “CAS”) a Statement of Appeal against the Respondent with respect to the Decision, pursuant to Articles R47 and R48 of the CAS Code of Sports-related Arbitration (“CAS Code”), together with a request for stay of the execution of the Decision pursuant to Article R37 of the CAS Code and a request to extend the time limit to file his Appeal Brief. In his Statement of Appeal, the Appellant nominated Dr Hamid G. Gharavi, Attorney-at-law in Paris, France, as arbitrator.
40. On 8 September 2023, the CAS Court Office acknowledged receipt of the Appellant’s Statement of Appeal and Request for Stay and invited the Appellant to file his Appeal Brief. The CAS Court Office also invited the Respondent to nominate an arbitrator and to file its position on the Appellant’s Request for Stay and request to extend the time limit to file the Appeal Brief.
41. On 15 September 2023, the Respondent indicated that it did not object to the Appellant’s request to extend the time limit to file his Appeal Brief, provided that the Request for Stay is dismissed, and that the same extension is granted to the Respondent for the filing of its Answer.
42. On 18 September 2023, the Respondent nominated His Honour James Robert Reid KC as arbitrator and filed a reply to the Request for Stay.

43. On 20 September 2023, the Appellant informed the CAS Court Office that he agreed to the extension of the time limit for the Respondent to file its Answer provided that the Respondent accepted his request for an equivalent extension to file his Appeal Brief; The Appellant also clarified that he maintained his Request for Stay.
44. On 21 September 2023, the CAS Court Office acknowledged receipt of the Respondent's reply to the Request for Stay of the Decision and informed the Parties that the President of the CAS Appeals Arbitration Division, or her Deputy, would decide on the stay of the execution of the Decision; it also confirmed the agreement of the Parties regarding the extension of the time limits for the filing of the Appeal Brief and the Answer.
45. On 16 October 2023, the CAS Court Office notified the Parties of the Order on Request for Stay issued the same day by the President of the CAS Appeals Arbitration Division and denying the Appellant's Request for Stay.
46. On 13 October 2023, the Appellant filed his Appeal Brief with the CAS Court Office.
47. On 17 October 2023, the CAS Court Office invited the Respondent to file his Answer within the agreed time limit.
48. On 11 December 2023, the Respondent filed its Answer with the CAS Court Office.
49. On 13 December 2023, the CAS Court Office acknowledged receipt of the Answer and invited the Parties to inform the CAS Court Office whether they preferred a hearing to be held in this matter or for the Panel to issue an Award based solely on the Parties' written submissions; and whether they request a case management conference ("CMC") with the Panel in order to discuss procedural matters and other issues in preparation of the hearing.
50. On 20 December 2023, the Appellant informed the CAS Court Office that he preferred a hearing to be held in the present matter and did not oppose the holding of a CMC.
51. On 21 December 2023, the Respondent informed the CAS Court Office that it preferred a hearing to be held in the present matter but that it considered unnecessary to hold a CMC. The Respondent also informed the CAS Court Office that the Parties had agreed to hold a second round of submissions with agreed time limits and on agreed limited grounds.
52. On 27 December 2023, the CAS Court Office took note of the Parties' agreement to file a second round of submissions and invited the Appellant to file his second submission within the agreed time limit.
53. On 2 February 2024, within the agreed time limit, the Appellant filed his second submission with the CAS Court Office.
54. On 7 March 2024, the CAS Court Office informed the Parties that the Panel appointed to decide the present case would be constituted as follows:

President: Prof. Dr. Ulrich Haas, Professor in Zurich, Switzerland and Attorney-at-law in Hamburg, Germany, Switzerland

Arbitrators: Dr. Hamid G. Gharavi, Attorney-at-Law in Paris, France  
His Honour James Robert Reid KC, Retired Judge in West Liss, United Kingdom

55. On 11 March 2024, the CAS Court Office informed the Parties that Ms Stéphanie De Dycker, Clerk with the CAS, would assist the Panel in the present matter.
56. On 12 March 2024, the Respondent filed its second submission with the CAS Court Office.
57. On 25 April 2024, the CAS Court Office informed the Parties that the Panel requested the Parties to provide a draft hearing schedule with a view to assess the duration of the said hearing and the need for a CMC to be held beforehand.
58. On 17 May 2024, the Respondent provided the CAS Court Office with a draft hearing schedule agreed upon by the Parties.
59. On 27 May 2024, the CAS Court Office informed the Parties that the Panel had decided to hold a hearing and consulted with the Parties on a possible hearing date.
60. On 3 June 2024, the Respondent informed the CAS Court Office that he was not available on the proposed date, and proposed alternative dates; on the same day, the Appellant informed the CAS Court Office that he was available for a hearing on the date initially proposed by the CAS Court Office as well as on some of the alternative dates proposed by the Respondent.
61. On 13 and 28 June 2024 as well as on 16 July 2024, the CAS Court Office consulted with the Parties on possible hearing dates.
62. On 22 July 2024, following the Parties' confirmation of availability, the CAS Court Office called the Parties to appear for a hearing on 5 December 2024 at the CAS Court Office in Lausanne, Switzerland. Moreover, the CAS Court Office invited the Parties to provide the list of the persons attending the hearing. The CAS Court Office also informed the Parties that pursuant to Article R44.2 of the CAS Code, the Parties were responsible for the availability and costs of the witnesses and experts to be heard at the hearing and that any person requiring the assistance of an interpreter would need to arrange for the attendance of an independent, non-interested interpreter, retained at the expenses of the Party requiring the interpreter.
63. On 7 August 2024, the Respondent provided the CAS Court Office with a revised hearing schedule. The Respondent also requested the CAS Court Office to indicate whether the Player would require interpretation services at the hearing. Finally, the Respondent informed the CAS Court Office that the Parties had agreed to include the transcript of the AHO hearing in this matter in the record.



64. On 8 August 2024, the CAS Court Office issued an order of procedure (“Order of Procedure”) in the present matter and requested the Parties to return a completed and signed copy.
65. The same day, the ITIA returned the signed copy of the Order of Procedure.
66. On 9 August 2024, the Player returned a signed copy of the Order of Procedure and informed the CAS Court Office that he would require French/English interpreter for the hearing.
67. On 12 August 2024, the CAS Court Office reminded the Parties that pursuant to Article R44.2 of the CAS Code any person requiring the assistance of an interpreter must arrange for the attendance of an independent, non-interested interpreter, retained at the expense of the Party requiring the interpreter.
68. On 21 November 2024, the ITIA sent its list of hearing attendees.
69. On 25 November 2024, the ITIA sent a numbered hearing bundle to the CAS Court Office.
70. On 27 November 2024, the Appellant sent his list of hearing attendees informing that two of his witnesses, Mr [...] and Ms [...], would not be available for the hearing.
71. On 2 December 2024, the ITIA requested to the CAS Court Office that the Panel disregards the witness statements of Mr [...] and Ms [...], as a result of their unavailability for cross-examination at the hearing.
72. On 3 December 2024, the Appellant objected to the ITIA’s request to disregard the witness statements of Mr [...] and Ms [...], since the ITIA already had the opportunity to test their evidence in the first instance proceedings before the AHO and therefore requested the said witness statements to be maintained as part of the case file.
73. On 5 December 2024, a hearing was held in the present matter at the headquarters of the CAS in Lausanne, Switzerland. In addition to the members of the Panel, Ms Andrea Sherpa-Zimmermann Counsel at the CAS, and Ms Stéphanie De Dycker, Clerk with the CAS, the following persons attended the hearing:

For the Player: Mr Alexis Musialek, Player [in-person]  
Mr Christophe Bertrand, counsel [in-person]  
Mr Baptiste Huon, counsel [in-person]  
Mr [...], witness [in-person]  
Ms [...], witness [in-person]

For the Respondent: Ms Louise Reilly, counsel [in-person]  
Mr Mathieu Baert, counsel [in-person]  
Ms Fien Schreurs, counsel [by videoconference]  
Ms Julia Lowis, ITIA senior legal counsel [in-person]

Mr Ben Rutherford, ITIA senior director, Legal [by videoconference]

Ms Jodie Cox, ITIA case manager and legal counsel [by videoconference]

Mr Liam Bourke, ITIA case manager and legal counsel [by videoconference]

Ms Sarah Hamlet, ITIA investigator, witness [in-person]

Mr Steve Downes, former ITIA intelligence analyst, witness [by videoconference]

Mr Mark Swarbrick, ITIA betting liaison officer, witness [by videoconference]

Mr Zoran Preradovic, ITIA intelligence analyst, witness [by videoconference]

Mr [...], observer [by videoconference]

Mr [...], observer [by videoconference]

74. At the outset of the hearing, the Parties declared that they had no objections as to the procedure so far, in particular on the constitution of the Panel.
75. At the hearing, the Parties were given full opportunity to present their case, submit their arguments and answer the questions from the Panel. The Player was heard and cross-examined. In addition, the Panel heard the evidence of Mr [...] and Ms [...], both named as witnesses by the Appellant, as well as Mr Mark Swarbrick, Mr Steve Downes and Ms Sarah Hamlet, all named as witnesses by the ITIA. Before hearing the witnesses, the President of the Panel informed them of their duty to tell the truth and only the truth, subject to sanctions of perjury under Swiss law.
76. At the end of the hearing, the Parties confirmed that they were satisfied with the procedure throughout the hearing, and that their right to be heard and their right to a fair trial had been fully respected.

#### **IV. POSITION AND SUBMISSIONS OF THE PARTIES**

77. The aim of this section of the Award is to provide a summary of the Parties' main arguments rather than a comprehensive list thereof. However, the Panel confirms that in deciding upon the Parties' claims it has carefully considered all of the submissions made and evidence adduced by the Parties, even if not expressly mentioned in this section of the Award or in the discussion of the claims below.

##### **A. The Player**

78. In his Appeal Brief and second submission, the Player requested the following relief:

***“DECLARING the appeal admissible; AND,***

***As primary requests:***

- i. **DECLARING** that the Appellant did not commit alleged breaches of the 2016, 2017 and 2018 Tennis Anti-Corruption Programs, and that no financial, sportive, or any other form of sanction shall be imposed on the Appellant;
- ii. **ANNULLING** the decision rendered by the Anti-Corruption Hearing Officer of the International Tennis Integrity Agency on 4 August 2023;

**Subsidiarily, if the Panel deems it necessary to impose sanctions on the Appellant :**

- iii. **REDUCE** the ban and the fine to a more proportionate and minimum level;

**In any case :**

- iv. **AUTHORIZE** the Appellant to continue working as a coach and to participate as a coach in any tennis competitions organized by a tennis club and/or regional, national and international tennis governing bodies;
- v. **ORDERING** the Respondent to pay all arbitration costs, including the Appellant's counsel's costs and expenses."

79. The Player's submissions, in essence, may be summarized as follows:

- **Burden of Proof:** The burden of establishing the offences falls on the ITIA. The ITIA failed to produce the entire criminal record but rather only disclosed the specific elements that serve its position, which violates Article 6 of the European Convention of Human Rights ("ECHR") and also creates a doubt on the legality of the Decision. For instance, the ITIA relied on a fraction of testimonies out of potentially numerous other witness statements which were not submitted. The Player therefore, in the second round of submissions requested the disclosure of the full criminal file within the scope of the present proceedings. The Player's request was reasoned and legitimate because only the complete criminal record would enable the Panel to assess the veracity of the evidence produced so far by the ITIA in the framework of the present matter and therefore fair and just adjudication of the present matter.
- **Standard of Proof:** Section G.3.a of the 2023 edition of the TACP (the "2023 TACP"), which provides for the standard of proof of preponderance of evidence, is inconsistent with Section K.2 of the 2023 TACP, which provides that the AHO must adhere to Florida's judicial rules in all aspects of the ITIA's regulations, which includes the standard of proof clause. Under Article 838.12 of the Florida Statutes, the crime of Bribery in Athletics must be evidenced "beyond reasonable doubt", which is much stricter than the "preponderance of evidence" standard; and Article 3.7 of the Florida Standard Jury Instruction also refers to the "beyond reasonable doubt" standard of proof. As a result, Section G.3.a of the 2023 TACP should be considered null and void. This is so that both from a procedural and substantive perspective. The Player – who is considered to have accepted the TACP and other rules by signing the PWS –

was denied any opportunity to challenge this standard of proof. From a substantive law perspective, it raises the bar of the required standard of proof which is imperative to safeguard the interests and careers of those involved and ensure a fair and just system of adjudication. International arbitration cases also reflect a preference for a higher standard of proof in corruption cases; CAS panels have consistently applied the “comfortable satisfaction” standard of proof in match fixing cases. In the present case, the Panel should apply at the very least the “comfortable satisfaction” standard.

➤ The Player has never been involved in GS’ criminal enterprise:

- The Player has never been prosecuted by the Belgian authorities, which clearly indicates a lack of sufficient evidence or legal grounds. The findings of the Criminal Court concerned GS’ criminal network only; they do not automatically extend to the Player so as to establish his direct participation in match-fixing. Similarly, the fact that the Player is listed on the Belgian criminal file list is non-conclusive: the Player played in matches that were manipulated by others; his participation in those suspicious matches does not imply that he directly participated in such manipulations.
  - During his interview on 15 May 2018 with the ITIA, the Player disclosed his sole telephone number as being +[...] and handed his mobile phone over to the investigators. Contrary to what the ITIA contends, there is no link between the Player and another phone number [...] which was stored in GS’s contacts under the name “la muse.fr” or “Muse”. The assertion that the phone number [...] that was found on a written note of GS next to the name “Muse” would be the Player’s phone number, is speculative at best. The reference to Jérôme Inzerillo’s statement that “Muse” was a nickname for the Player as well as the fact that other players were referenced under similar names, is insufficient to establish a link between the Player and the phone number +[...]. Without the proper context and corroborating evidence, Mr Mick Lescure’s statement that the Player was collaborating with GS remains an unverified assertion; it is also problematic for the ITIA to rely on this statement since the French authorities did not pursue this claim. Similarly, the conversation between the Player and GS about [...] as well as the fact that the Player communicated with other players about GS is vague and lacks specifics. As to the handwritten notes that were found during GS’ home search, there is no accompanying documentation, timestamp or forensic analysis to confirm the authenticity of these notes and in particular that “Muse” refers to the Player.
- Charges concerning Match 1: Unusual betting patterns and betting alerts alone do not conclusively prove match-fixing. There is neither proof of gains or payments received by the Player nor proof of the Player’s consent to

manipulate Match 1. Moreover, Match 1 is a doubles match in which the Player was partnering with Mr Vibert. Mr Vibert, who admitted engaging in match-fixing activities, stated to the French Police that he never informed his partners about agreed fixes; this statement was also relayed by another tennis player in a newspaper article. The conversation between Mr Inzerillo and GS relates to another match and the phrase “*they don’t want*” in that conversation does not clearly refer to the Player.

- Charges concerning Match 2: Unusual betting patterns and betting alerts alone do not conclusively prove match-fixing. Moreover, at the time the bets were placed (13:54), it was impossible to predict who would serve the [...] game of the [...]. In addition, it should be noted that the final score of Match 2 was [...] in favour of the Player and his partner, which indicates that the Player and his partner managed to win a closely contested set and the match overall. The region of [...] is known for consistent winds of at least 15 to 20 km/hour, which explains the Player’s double faults.
- Charges concerning Match 3: Unusual betting patterns and betting alerts alone do not conclusively prove match-fixing. Moreover, the bets involving GS were not successful; in addition, the conversation involving GS and an unknown person clearly confirms that [...] was involved in fixing Match 3; it is also demonstrated that [...] was clearly involved in match fixing with GS’ criminal network and that tennis players used to manipulate matches without informing their teammates. The Player in turn is not identified in that conversation and there is no evidence that he agreed to fix Match 3.
- Charges concerning Match 4: The conversation cited by the ITIA confirms that the Appellant was consistently unavailable for any involvement in match-fixing, as confirmed by the Player’s reports to the TIU. Bookmakers themselves did not have any suspicion regarding Match 4.
- Charges concerning Match 5: The evidence on record does not establish a direct link between the Player and GS’ criminal network. In addition, the betting slips do not allow verification as to whether they relate to Match 5. The bets were placed on the Player and his partner’s opponents to win Match 5 – there was no incentive for the Player and his partner to abandon the match at a moment when the score was [...] in favour of the opponents.
- Charges concerning Match 6: The screenshot found on GS phone is undated and contains a message from a person named “Muse”; the fact that this screenshot was last modified a few minutes after the end of Match 6 is not sufficient to establish a link between this message and Match 6. The score of Match 6 ([...] in favour of the Player and his partner) shows that there was no intention to fix Match 6. Finally, there is no trace of any consent expressed in anyway by the Player.

- Charges concerning Match 7: The screenshot showing a multibet on three different matches does not constitute concrete evidence that any of these matches were fixed; in any event, GS' bet on Match 7 was unsuccessful.
- Charges concerning Match 8: Suspicious betting information alone is not sufficient to demonstrate match-fixing. Moreover, Mr Broville, the Player's partner in Match 8, was involved in GS' criminal network. The fact that Mr Broville was involved in the activities of GS' criminal network does not automatically mean that the Player was involved too as Mr Broville could have fixed Match 8 without the Player being aware of the fix. Finally, Match 8 was a fiercely fought match and the scorecard shows that it could not have been fixed.
- Charges concerning Match 9: The conversation submitted in support of the allegations concerning Match 9 does not involve the Player; in addition, Mr [...] confirmed in a witness statement that he never discussed any match-fixing possibilities with the Player, whether orally or verbally. The fact that Mr [...] is listed as professional player possibly involved in GS' criminal network as well as the fact that he was mentioned by Mr Lescure as cooperating with GS does not directly implicate the Player as being involved in match-fixing with GS. Mr [...] provided his witness statement honestly and is well aware of the potential legal consequences if any aspect of his witness statement is proven false.
- Charges concerning Match 10: The conversation submitted in support of the allegations concerning Match 10 does not relate to fixing of tennis matches, and even if it related to match fixing, there is no connection at all with the Player, the reference to "muse" being insufficient to relate these allegations to the Player. Since Match 10 was a "walkover", no bets could be placed. Finally, it appears dubious that the Player would cooperate with GS through an intermediary when – to follow ITIA's argumentation – he was directly involved with GS' criminal network.
- The Player's alleged failure to cooperate with and furnish evidence to tennis integrity authorities: The interview of "muse.fr" by the TIU which is referred to in the conversation submitted by the ITIA, concerned three matches. This, however, does not match with the fact that the Player consistently maintained that he was questioned about four matches by the ITIA. Moreover, the Player promptly reported to the TIU having been approached for match fixing on two occasions, i.e. in 2016 and 2018, which contradicts the alleged failure to cooperate with the TIU. Mr Inzerillo stated before the French Police that several tennis players could use similar aliases making it unfair to identify the Player based on these conversations only. The Player also reported to the TIU an email he received on 27 February 2016 from a person called [...] falsely informing him that he would soon be interviewed by the TIU in relation to match-fixing allegations, highlighting the presence of malicious individuals attempting to tarnish his reputation.

- Regarding the sanction imposed upon the Player by the AHO: CAS panels tend to consider that a lifetime ban is an exceptional measure that is only justified in case of direct and concordant evidence. CAS panels have sanctioned athletes facing similar allegations with sanctions of lesser severity. Moreover, the addition of a fine when a lifetime ban is imposed is inherently disproportionate. The Player has dedicated his entire life to tennis and maintained a reputation for sportsmanship throughout his career. The Player is transitioning to working as tennis coach and since his life remains closely linked to the world of tennis, any lifetime ban would severely impact his future career.

## **B. The ITIA**

80. In its Answer, the ITIA requested the following relief:

- “i. Dismiss the Appeal;*
- ii. Uphold the Decision rendered by AHO Raj Parker on 4 August 2023 in its entirety;*
- iii. Ordering that each Party shall bear its own costs and other expenses incurred in connection with this arbitration.”*

81. The ITIA’s submissions, in essence, may be summarized as follows:

- Burden of Proof: Pursuant to Section G.3.a of the 2023 TACP, the ITIA bears the burden of establishing that a corruption offense has been committed; however, the Player has a duty to refute the evidence submitted by the ITIA. All documents relating to the Player, whether incriminatory or exculpatory, were provided as exhibits; in addition, the ITIA submitted general police reports from the Criminal Investigation in order for the Player’s counsel and the Panel to understand the context of the Criminal Investigation. The Player did not specifically request the production of additional documents under Article R44.3 of the CAS Code, and in any event, such request is too generic and explorative in nature. Moreover, given the civil nature of the present disciplinary proceedings, only Article 6.1 of the ECHR is applicable, and in any event, the Player fails to demonstrate how the alleged breaches violate this article and – in the event there was a breach – whether such breach would automatically qualify as a violation of Swiss public order.
- Standard of Proof: Pursuant to Section G.3.a of the 2023 TACP, the Panel must apply the standard of preponderance of the evidence which is equivalent to the English law “balance of probabilities” standard of proof and has been repeatedly confirmed by CAS panels. The TACP is not an adhesion contract, and the Player is not a consumer but a professional athlete who acknowledged his proper understanding of rules established by a professional association in view of protecting the sport. Even if the TACP was an adhesion contract, it would still apply unless both procedurally and substantively unconscionable. Enabling players to individually negotiate the sporting regulations is

unworkable and contrary to the need for these rules within a sports federation to apply universally. In any event, by accepting the benefits of the agreement, such as the eligibility to play professional tennis and earn prize money, the Player is estopped from claiming that such agreement is invalid. In addition, Article 838.12 of the Florida Statutes and Article 3.7 of the Florida Standard Jury Instruction cited by the Player only apply in criminal cases involving government action and therefore are not applicable in the current proceedings, which are civil in nature. Moreover, Florida law accepts the preponderance of the evidence as a valid standard of proof, especially in civil cases which do not involve government action; even in cases involving government action against a citizen, due process is not infringed under Florida law by the application of the preponderance of the evidence standard when prescribed by the applicable rules. Finally, CAS panels have repeatedly confirmed the application of the preponderance of the evidence standard in the context of Florida law. International arbitration cases in corruption matters do not consistently require a higher standard of proof: firstly, it is to be noted that tribunals must respect the parties' choice for a standard of proof; secondly, the cited cases even support the use of the standard of the preponderance of the evidence; thirdly, the cited legal doctrine refers to international commercial arbitration which is different from sports arbitration in which match-fixing (i.e. the corrupt offences) constitutes the core of the proceedings. Finally, CAS panels have accepted higher standards of proof only in cases where the governing rules of the sports federation did not prescribe for a standard of proof or prescribed for a standard of proof different than that of the preponderance of the evidence.

➤ The Player was involved in GS' criminal network:

- The Player is mentioned on the list of professional players linked to GS and/or his criminal network which was established by the investigators of the Criminal Investigation based on specific parameters and he was interviewed by the French Police. The fact that he was not indicted in French (or Belgian) proceedings does not undermine the possibility for sports disciplinary sanctions.
- The Player was using a hidden phone number in collaboration with GS: the data extracted from GS' phones show that several other numbers were saved under the name "muse.fr" in particular number +[...]. The same number is found on a handwritten note found at GS' home next to the name "Muse". Several tennis players who admitted to match fixing confirmed that their names were saved following a similar pattern. Moreover, Mr Lescure as well as Mr Inzerillo confirmed that the Player was using the nickname "Muse"; the Player himself indicated that his nickname is "La Muse" which is also part of his email address; in a conversation between Mr Inzerillo and GS, the Player is referred to as "Muse"; in a conversation between "lamuse.fr" and GS dated 21 May 2018, which was retrieved from GS' phone, "lamuse.fr" confirms that he was interviewed by the TIU the week before, which



aligns with the fact that the Player was indeed interviewed with the ITIA on 15 May 2018; moreover, in different conversations, the Player (+[...]) and “lamuse.fr” (+[...]) refer to another tennis player called [...] using the identical nickname “[...]” and, in the conversation using the undisclosed number, Ragnar asked “lamuse.fr” to “*see if you have interested people*”. In addition, based on other tennis players’ admissions, it was demonstrated that GS was using a notes app to keep track of the amounts due to players for match fixing activities as well as the location where the payments would be made; these notes mentioning “Muse” show that the Player met GS and did receive cash payments from GS and/or individuals involved in his network. Also, the Player is mentioned in conversation between GS and his accomplices and conversation between the Player and other tennis players make reference to payments received from GS.

- Charges concerning Match 1: Match 1 received a betting alert because bets were placed just 2 minutes apart, by two new Brazilian accounts, in pounds/dollars, and were on the significant underdogs [...] at a price of 4 which equates to them having a 25% chance of winning the event. In a conversation with GS, dated 10 March 2018, Mr Inzerillo stated that the Player and Mr Vibert, the Player’s partner in Match 1, would fix another match (Match 10) together. Mr Vibert made [...] double faults in [...].
- Charges concerning Match 2: several screenshots of Match 2 were found on GS’ phone and suspicious bets were placed on [...] which was the Player’s [...] game. The bets were placed by two bettors in Bulgaria at a time when it was clear who would serve the [...] game in the [...] and with a similar email address ([...] and [...]). These email addresses are moreover linked to GS’ criminal network since it appears from the Belgian criminal file that [...], an account used by AM to make payments, sent money to these email addresses, and the Criminal Court confirmed the criminal nature of these payments. The Player and his partner lost the [...] game of the [...], as predicted by the bets. The Player, who was serving, made [...] double faults in the targeted game. The weather conditions, which are not proven, cannot explain the Player’s double faults in the targeted game because the Player did not serve double faults in other games during Match 2.
- Charges concerning Match 3: several screenshots of Match 3 were found on GS’ phone. In addition, a screenshot of a conversation between GS and an unknown person referring to a match in which “Muse” and “[...]” are involved was found on GS’ phone; this conversation suggests that the Player and his partner agreed upon to fix Match 3 with GS through an intermediary in exchange of a payment of 1500 EUR each. In addition, Mick Lescure confirmed to the French Police that the Player and [...] cooperated with GS. Several suspicious bets were placed on Match 3, including by [...] with email address [...] and by [...] with email address [...]. [...] is linked to GS’ criminal network: he is AM’s [...], and his email address is linked to several Neteller

and Skrill accounts which were used to make payments in relation to the activities of GS' network; the surname [...] appears multiple times as the sender and receiver of money transfers; in any event, these payments were considered as criminal by the Criminal Court. These two betting accounts bet on [...] and [...] to win Match 3 and to win Match 3 in [...]. The fact that these bets were not successful is not decisive: it is clear that an arrangement was made and that for some reason it could not be executed. There is no reason why only [...] (and not the Player) would be involved in the fixing of Match 3.

- Charges concerning Match 4: the fact that several screenshots of Match 4 were found on GS' phone show GS' interest in Match 4. In addition, GS was in contact with [...], one of his accomplices, just after the start of Match 4 and [...] informed GS that "Musialek is not available", which means that the betting operators were not offering the match; this confirms that an arrangement was made or, at a minimum, that GS contacted the Player. The Player and his partner lost Match [...]; the Player and his partner serve [...] double faults, of which [...] were by the Player. The absence of a betting alert does not necessarily indicate that the match itself was not suspicious.
- Charges concerning Match 5: a screenshot of Match 5 as well as a picture of multiple betting slips from different betting platforms, which were found on GS' mobile, sufficiently demonstrate the Player's involvement in the fixing of Match 5. Indeed, from some of these slips, it can be identified that bets were placed on a win for the Player and his partner's opponent in Match 5; also, one of these betting slips concerns a multi-bet on Match 5 and another match involving the player Maytin who was banned for several years by the ITIA for match-fixing.
- Charges concerning Match 6: the fact that a screenshot was found on GS' phone showing a Telegram message reading "*Muse: OK parfait*", which was last modified just after the end of Match 6, indicates that Match 6 was fixed in cooperation with GS. The Player is involved in this fix because, right after the end of Match 6, GS also inserted a note in his notes app indicating "*Muse:0:0*" referring to the amounts due to the Player by GA and by the Player to GS. The scorecard also shows that the Player and his partner, [...], lost the [...] of Match 6 easily by serving several double faults.
- Charges concerning Match 7: the fact that a screenshot of Match 7 as well as a picture of a multibet slip, which included a bet on the Player and his partner losing Match 7, were found on GS' phone demonstrate that Match 7 was fixed with GS' network. Especially, in each of the other two matches involved in the multibet, one of the players either admitted to match-fixing or was found guilty of match-fixing, and these matches were played as predicted by the multibet; the fact that the bet on the Player's Match 7 was not successful can be explained by the fact that the Player's partner was possibly not aware of the fix.

- Charges concerning Match 8: the fact that several screenshots of Match 8 were found on GS' phone as well as a match alert reporting suspicious betting on Match 8 sufficiently demonstrate that the Player fixed Match 8. Indeed, the bets were for the Player and his partner, Mr Broville, to lose the [...] of Match 8, and this is what occurred. The fact that Mr Broville was implicated in GS' criminal network makes it more likely that the Player was involved in match fixing too.
- Charges concerning Match 9: a conversation between "muse.fr", a contact that the ITIA attributes to the Player, and GS on the day of Match 9 sufficiently demonstrates that the Player requested an offer to fix Match 9 for [...], another player playing in that match. [...] confirmed in a witness statement that the Player did not try to convince him to fix Match 9; however, [...] has every interest in not acknowledging the facts as an admission would also constitute a breach of the TACP. Moreover, [...] is mentioned on the list of professional players involved in GS's network according to the Criminal Investigation and according to the interrogation of Mr Lescure by the French Police.
- Charges concerning Match 10: a conversation between Mr Inzerillo and GS demonstrates that Mr Inzerillo was serving as intermediary for the Player and his partner in Match 10, Mr Vibert with a view to fixing Match 10 before it became clear that this match would be a walkover by the team of the Player and Mr Vibert, who conceded the match before any play took place. The fact that Mr Inzerillo texted "they don't want" shows that both the Player and Mr Vibert were involved in the potential fix of Match 10.
- The Player's alleged failure to cooperate with, and to furnish evidence to, tennis integrity authorities: On 15 May 2018, the Player was interviewed by the TIU and confirmed that he had one mobile number being [...], which is clearly contradicted by the fact that in a conversation dated 21 May 2018 between "muse.fr" (using Telegram account [...] and phone number [...]) and GS, "muse.fr", who the ITIA submits is the Player, informed GS that he was interviewed by the TIU the week before and that he had given to the TIU his personal mobile number, to which GS answered that "*it was clean no, very good, our system is perfect*". In doing so, the Player purposefully decided not to disclose the existence of his additional phone and failed to surrender the second mobile phone to the ITIA, thereby withholding crucial information in breach of Sections F.2.b and F.2.c of the 2018 TACP. The fact that the Player reported corrupt approaches made to him in the past does not necessarily mean that he consistently fulfilled this obligation to report thereafter.
- Regarding the sanction imposed upon the Player by the AHO: The sanction imposed by the AHO is line with the ITIA Sanctioning Guidelines and the Player did not substantiate his claim that it is evidently and manifestly disproportionate. Considering the fact that the Player committed "*multiple offenses in a protracted period of time*", that he was involved in a criminal network whose activities required a "*high degree of planning and*

*premeditation” and at least once “lead others to commit offenses”, the Player’s level of culpability is the highest, i.e. “Category A”. As to the impact, the Player clearly falls within “Category 1” since he committed “major TACP offenses”, and his conduct results in a “significant, material impact on the reputation and/or integrity of the sport” and considering that it must be assumed that there was a “relatively high value of illicit gain”. As a result, the lifetime ban corresponds to the starting point sanction, and therefore is appropriate. Furthermore, the fact that the Player completed multiple TIPP trainings and confirmed his agreement with the PWS for several years the last time in 2022; and also the fact that he impeded the investigations by not handing over his hidden mobile number constitute aggravating factors. The ITIA does not dispute the amount of the fine that was imposed upon the Player by the AHO.*

## V. JURISDICTION

82. Article R47 of the CAS Code provides as follows:

*“An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body. [...]”*

83. Section I.1 of the 2023 TACP provides as follows:

*“The Covered Person or the ITIA may appeal to the CAS: (i) a Decision, provided the Decision (in combination with earlier orders from the AHO) includes all elements described in Section G.4.b [...]”*

84. Section G.4.b of the 2023 TACP further provides that: *“The AHO shall issue a Decision in writing as soon as possible after the conclusion of the Hearing but, in any event, the AHO shall aim to issue it no later than 15 Business Days after the Hearing. The AHO shall issue a single Decision for all Corruption Offenses in a Notice, [...] Such Decision will be sent to the parties and shall set out and explain [...] the AHO’s findings as to what Corruption Offenses, if any, have been committed; [...] the sanctions applicable, if any, as a result of such findings; [...] that any fine must be paid in full prior to applying for reinstatement; [...] for any period of ineligibility or suspension, the date on which the ineligibility or suspension ends; and [...] the rights of appeal applicable pursuant to Section I of this Program.”*

85. The Panel finds that the Decision undoubtedly qualifies as a decision which “includes all elements described in Section G.4.b” and that, as a result, the CAS has jurisdiction to decide on the present appeal. In addition. The Panel notes that neither of the Parties has challenged CAS jurisdiction and they both signed the Order of Procedure without any reservation.

## **VI. ADMISSIBILITY**

86. Article R49 of the CAS Code provides as follows:

*“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the President of the Panel renders her/his decision after considering any submission made by the other parties.”*

87. Section I.4 of the 2023 TACP provides as follows:

*“The deadline for filing an appeal with CAS shall be twenty Business Days from the date of receipt of the decision by the appealing party.”*

88. The Panel first notes that the Statement of Appeal against the Decision issued on 4 August 2023, which was filed by the Player on 4 September 2023, was filed timely. The other conditions stated under Article R48 of the CAS Code are also fulfilled. The Panel therefore finds that the present appeal is admissible.

## **VII. PROCEDURAL ISSUES**

### **A. Applicable Law to the Procedure**

89. The Panel first notes that Section K.2 of the TACP 2023 provides that *“This Program shall be governed in all respects (including, but not limited to, matters concerning the arbitrability of disputes) by the laws of the State of Florida, without reference to conflict of laws principles”*.

90. The question thus arises whether the Parties’ intention is to have the present proceedings governed by Florida Arbitration Law. The Panel answers this question in the negative. Indeed, Article 176 (1) of the Swiss Private International Law Act (“PILA”) expressly provides for the application of the PILA in case the seat of the arbitration is in Switzerland and the domicile or seat of at least one of the Parties is not in Switzerland. In addition, the Panel notes that there is no Florida Arbitration Law for proceedings that have their seat outside the State of Florida. The Panel therefore finds that, as the seat of the present arbitration proceedings is in Switzerland and that none of the Parties have their domicile or seat in Switzerland, the present proceedings are governed by the PILA.

91. Article 182 of the PILA provides as follows:

*“(1) The parties may determine the arbitral procedure, either themselves or by reference to arbitration rules; they may also make the procedure subject to a procedural law of their choice.*

*(2) Where the parties have not determined the procedure, the arbitral tribunal shall determine it to the extent necessary, either directly or by reference to a law or to arbitration rules.*

*(3) Regardless of the procedure chosen, the arbitral tribunal shall guarantee the equal treatment of the parties and their right to be heard in adversarial proceedings. [...]”*

92. The Panel notes that Section I.1 of the TACP explicitly provides that appeals before CAS “shall be conducted in accordance with CAS’s Code of Sports-Related Arbitration and the special provisions applicable to the Appeal Arbitration Proceedings”. Consequently, by commencing appeals before the CAS, the Parties have agreed that the rules governing the procedure are those contained in the CAS Code. The Panel will also apply the procedural rules contained in the TACP to the extent they are applicable.
93. Complementarily, the Panel notes that, in accordance with Article 182 (2) of the PILA, this Panel shall determine the procedure “either directly or by reference to a law or arbitration rules” and, in doing so, shall ensure the equal treatment of the parties as well as their right to be heard.

**B. Witness Statements of Sarah Hamlet as well as of [...]**

94. The Panel will firstly explain its decision to allow ITIA to have Ms Sarah Hamlet as a witness and to file her witness statement after the filing of ITIA’s Answer. The Panel indeed recalls that, on 8 July 2024, i.e. after the filing of its Answer, the ITIA filed a witness statement for Ms Sarah Hamlet, ITIA investigator, in replacement of that of Ms Karen Risby, explaining that the latter, who had been named as witness in ITIA’s Answer and whose witness statement had been filed together with ITIA’s Answer, had terminated her employment contract with the ITIA in June 2024 and was therefore no longer available to testify at the hearing in this matter.
95. Article R44.1 second paragraph of the CAS Code provides as follows:
- “Together with their written submissions, the parties shall produce all written evidence upon which they intend to rely. After the exchange of the written submissions, the parties shall not be authorized to produce further written evidence, except by mutual agreement, or if the Panel so permits, on the basis of exceptional circumstances.”*
96. The Panel notes that the ITIA had named Ms Risby as witness and filed her witness statement together with its Answer in accordance with Article R44.1 of the CAS Code. Moreover, the witness statement of Ms Hamlet does not contain new evidence, but rather only confirms the content of Ms Risby’s witness statement. The Panel therefore finds that the witness statement of Ms Hamlet is merely replacing the witness statement of Ms Risby, and that, in those circumstances, the witness statement of Ms Hamlet must be considered as part of the case file. The Panel also notes that the Player did not oppose

Ms Hamlet’s witness statement being added to the case file. In this context, the Panel decided to hear Ms Hamlet as a witness at the hearing.

97. Secondly, the Panel will explain its decision to dismiss ITIA’s request to disregard the witness statements of Mr [...] and Ms [...]. The Panel indeed recalls that as a result of the unavailability of two of the Player’s witnesses at the hearing, namely Mr [...] and Ms [...], the ITIA requested the Panel to disregard the two corresponding witness statements.
98. The Panel notes that the Player had indicated in his Appeal Brief his intention to name Mr [...] and Ms [...] as witnesses and provided their witness statement as part of its exhibits. The Panel also notes that, on 19 July 2024, the Player had confirmed the availability of Mr [...] and Ms [...] at the hearing, and that, on 7 August 2024, the ITIA expressly noted its intention to cross-examine the Player’s witnesses including Mr [...] and Ms [...]. The Panel also recalls that, on 27 November 2025, the Player explained that, because of unforeseen circumstances, Mr [...] and Ms [...] would no longer be available for the hearing.
99. On 2 December 2025, the ITIA requested that the Panel disregards the witness statements of Mr [...] and Ms [...], because of their unavailability for cross-examination at the hearing. On 3 December 2025, the Player objected to the ITIA’s request, since the ITIA already had the opportunity to test their evidence in the first instance proceedings before the AHO and therefore requested that said witness statements be maintained as part of the case file.
100. The Panel notes that the witness statements of Mr [...] and Ms [...] have been filed in accordance with Article R44.1 of the CAS Code as cited above. As a result, the Panel notes that they are both admissible on the case file. The fact that the witnesses are no longer available for cross examination is a matter for the Panel to consider when assessing the weight to be given to the content of those witness statements. The Panel, therefore, finds that the witness statements of Mr [...] and Ms [...] will be maintained on the record and that it will assess the weight of such evidence in light of the specific fact that they were not available for questioning by the ITIA and the Panel. Thus, they shall be treated as mere party declarations.

**C. Admissibility of part of the Second Submission of the Player**

101. In its second submission filed on 11 March 2024, the ITIA requested the Panel to declare inadmissible specific sections of the second submission filed by the Player on 2 February 2024. The ITIA submitted that the Appellant’s submissions exceeded the scope of the agreement reached by the Parties with respect to the second round of submissions.
102. The Panel indeed notes that Article R56 of the CAS Code provides as follows:

*“Unless the parties agree otherwise or the President of the Panel orders otherwise on the basis of exceptional circumstances, the parties shall not be authorized to supplement*

*or amend their requests or their argument, to produce new exhibits, or to specify further evidence on which they intend to rely after the submission of the appeal brief and of the answer.”*

103. It is true that the Panel allowed a second round of submissions limited in scope. According thereto the Player could “file a second written submission limited strictly to commenting on the following ITIA exhibits: Exhibit A15, H1, H3, H4 and H6, together with the jurisprudence relied on by the ITIA, within one month [...]. The ITIA shall have the option to file a response to the Player’s submission within one month of receipt of same. The parties are not permitted to raise additional arguments, nor to submit further evidence, except those that relate to Exhibits A15, H1, H3, H4 and H6, and/or the jurisprudence relied on by the ITIA”.
104. Having carefully examined the content of the Player’s second submission, the Panel is of the view that the arguments contained therein either fall within the scope of the Parties’ agreement as they directly or indirectly “relate to Exhibits A15, H1, H3, H4 and H6, and/or the jurisprudence relied on by the ITIA”, or that they constitute mere replies to arguments developed by the ITIA in its Answer and, as a result, could anyway have been validly developed by the Player orally at the hearing. Moreover, the Panel notes that the ITIA had the opportunity to reply – and indeed did reply – to the Player’s arguments contained in his second submission. In those circumstances, the Panel finds that the Player’s second submission shall in its entirety be maintained as part of the case file.

#### **VIII. APPLICABLE LAW**

105. Since the present arbitration proceedings are seated in Switzerland, and none of the Parties are domiciled in Switzerland, the Panel is guided by PILA. Pursuant to Article 187 para. 1 of PILA, “[t]he arbitral tribunal shall decide the dispute according to the rules of law chosen by the parties or, in the absence thereof, according to the rules of law with which the dispute has the closest connection”.
106. The Panel notes that the TACP is contradictory with respect to the applicable law to the merits: whereas, on the one hand, Section K.2 of the TACP provides that “[t]he Program shall be governed in all respects (including, but not limited to, matters concerning the arbitrability of disputes) by the laws of the State of Florida, without reference to conflict of laws principles”; on the other hand, Section I.1 of the TACP explicitly provides that appeals before CAS “shall be conducted in accordance with CAS’s Code of Sports-Related Arbitration and the special provisions applicable to the Appeal Arbitration Proceedings”, in particular, Article R58 of the CAS Code, which provides that “[t]he Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties [...]”.
107. The Panel is of the view that, in light of Section I.1 of the TACP, the Parties have accepted – and cannot depart from – the specific conflict of law-provision under Article R58 of the CAS Code. Therefore, pursuant to Article R58 of the CAS Code, the CAS



shall decide the dispute according to the TACP, and, subsidiarily, to the rules of law chosen by the Parties, namely the law of the State of Florida.

108. Insofar as the applicable substantive provisions of the TACP are concerned, Section K.5 of the 2023 TACP provides as follows:

*“This Program is applicable prospectively to Corruption Offenses occurring on or after the date that this Program becomes effective. Corruption Offenses occurring before the effective date of this Program are governed by any applicable earlier version of this Program or any former rules of the Governing Bodies which were applicable on the date that such Corruption Offense occurred.”*

109. Accordingly, the relevant TACP for the present proceedings is the TACP in force at the time of the relevant conduct, i.e. the 2016, 2017 and 2018 editions of the TACP (the “2016 TACP”, the “2017 TACP” and the “2018 TACP”).
110. Based on the above considerations, the Panel will, with respect to the merits, primarily apply the respective version of the TACP and, subsidiarily, the law of the State of Florida.

## **IX. MERITS**

111. In light of the Parties’ submissions in the present proceedings, the Panel shall examine the following issues:
- Is the Player involved in the criminal network of GS and what is the nature of his role (if any)?
  - If so, did the Player breach the provisions of the TACP in the framework of each of the concerned matches?
  - If so, what are the applicable consequences?

112. Before delving into the above questions, the Panel shall make some preliminary findings on the evidentiary rules applicable in the present proceedings.

### **A. Evidentiary Issues**

113. The Panel will start its examination of the alleged offences under the TACP by making some preliminary findings on the evidentiary rules applicable in the present proceedings.

#### **1. Burden of Proof**

114. The principles in relation to burden define which party has the obligation to persuade the Panel as to the establishment of an alleged fact. Except where an agreement would determine otherwise, the arbitral tribunal shall allocate the burden of proof in accordance with the rules of law governing the merits of the dispute, i.e. the *lex causae*

(BERGER/KELLERHALS, International and Domestic Arbitration in Switzerland, 2021, No. 1316). As set out *supra*, the *lex causae* in the matter at hand is primarily the TACP and, subsidiarily, the laws of the State of Florida, as the law chosen by the Parties.

115. According to Section G.3.a of the 2016, 2017 and 2018 TACP, “The PTIO (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense has been committed [...]”. The Panel therefore finds that the burden of proving the alleged facts lies with the ITIA.

## 2. Substantiation and disclosure of evidence

116. Unlike the rules on burden of proof, matters pertaining to substantiation are governed by the law applicable to the procedure. Absent any specific rules in the TACP or the CAS Code on substantiation, the Panel takes guidance from CAS 2020/A/3737, para. 93 et seq. Therein the sole arbitrator stated as follows:

*“The duty of a party to sufficiently substantiate its submissions is intrinsically linked to the principle of party presentation and, thus, it is clearly a procedural issue (KuKo-ZPO/OBERHAMMER, 2nd ed. 2014, Art. 55 no 12). Consequently, Article 182 of the PILA applies with respect to the applicable law. In view of the fact that the CAS Code is silent on the perquisites necessary to qualify an objection and/or a submission as sufficiently substantiated, the Sole Arbitrator refers to the CPC. To this end, according to the jurisprudence of the Swiss Federal Tribunal (“SFT”), submissions are sufficiently substantiated, if:*

- they are detailed enough to determine and assess the legal position claimed (SFT 4A\_42/2011, 4A\_68/2011, E. 8.1); and*
- detailed enough for the counterparty to be able to defend itself (SFT 4A\_501/2014, E. 3.1).*

*94. It follows from the above that in case the authenticity of the physical record is contested in a substantiated manner, the party invoking such document may adduce any evidence available to it (including witness testimony, expert evidence, etc.) to discharge its burden of proof with respect to the authenticity of the physical record submitted (CP CPC-VOUILLOZ, 2020, Art. 178 note 8).”*

117. In addition, the Panel recalls that according to the principle *actori incumbit probatio*, each party shall bear the burden of proving the specific facts and allegations on which it relies. Furthermore, as was stated in CAS 2014/A/3537, “[t]he more detailed are the factual allegations, the more substantiated must be their rebuttal”. As a result, the Player therefore has a certain duty to contribute to the administration of the evidence in the present matter, by presenting evidence in support of his line of defence.
118. The Player argues that the ITIA could have done more investigations into the facts so as to have a more detailed documentation on the relevant facts than what is currently on file. The Panel recalls that the ITIA’s burden is to do whatever it has the power to do so

as to bring the relevant facts to light; whether it could have done more in the context of the present proceedings is not for the Panel to assess at this stage; in any event, in the view of the Panel, the fact that the ITIA could have investigated more does not invalidate what is already produced on the file. It is for the Player to take advantage of the allegedly missing or incomplete information and for the Panel to assess the facts based on the available evidence and in light of the provisions of the TACP.

119. The Player contends that the ITIA failed to provide the complete criminal record, and provided only specific elements that are considered inculpatory for the Player. In doing so, the Player contends, the ITIA violates the principles of fair and contradictory trial enshrined in Article 6 of ECHR and also creates a doubt on the legality of the Decision. The Player explains that, for instance, the ITIA did not provide the testimonies of all the players who were interrogated by the French Police, some of which might have included statements exculpating the Player and/or explaining that someone else was responsible for the fixing of a specific match. The ITIA, in turn, submits that the Player's request for the entire criminal record is too generic, explorative and constitutes a fishing expedition that the Panel should reject; the ITIA also clarified that it already included all the documents that were relevant for the Player's case and to the understanding of the working of the criminal network.
120. The Panel concurs with the view of the ITIA. The Panel notes that the documents on file allow the Panel to make a full assessment of the relevant facts in light of the provisions of the TACP allegedly breached by the Player. The Panel further notes that the Player failed to file a request for the production of new documents or to specify the documents he wants the ITIA to produce when filing his Appeal Brief. In the absence of a clear document request at the pertinent procedural stage for allegedly missing or incomplete documentation and without specifying in detail what documents shall be produced and why they would be pertinent to the case, the Player's claim that the ITIA breached the principles of fair and contradictory adjudication, lacks any legal ground and must be dismissed.

### **3. Standard of Proof**

#### ***(i) Position of the Parties***

121. The Parties disagree on the applicable standard of proof in the present matter. The Player submits that the preponderance of evidence standard, as provided under Section G.3.a of the TACP, is both procedurally and substantively unconscionable and should therefore be deemed null and void. The Player indeed submits that contrary to the preponderance of evidence standard, Section K.2 of the TACP refers the Panel to the standard of proof applicable under the law of the State of Florida, in particular Article 838.12 of the Florida Statutes, which provides that the crime of Bribery in Athletics must be evidenced "beyond reasonable doubt", and Article 3.7 of the Florida Standard Jury Instruction, which also refers to the "beyond reasonable doubt" standard of proof; the Player further contends that the preponderance of evidence standard is inherently unfair especially considering the fact that the TACP is imposed upon players willing to

participate in ITF tournaments. In addition, CAS panels have generally applied the “comfortable satisfaction” standard of proof in sports disciplinary matters. As a result, the Player argues that the Panel should, at the very least, apply the “comfortable satisfaction” standard.

122. The ITIA in turn submits that the Panel shall apply the standard of proof provided under Section G.3.a of the TACP, i.e. the preponderance of evidence standard, and that the provisions of the law of the State of Florida are not applicable because they concern criminal matters whereas the present matter is civil in nature. In addition, the ITIA contends that the TACP is not an adhesion contract but the mere acknowledgement that players registering for an ITF tournament agree with the sports regulations; it is moreover necessary that all players confirm their agreement of the same set of rules, which renders it unworkable to allow players to negotiate terms of the TACP.

**(ii) Position of the Panel**

123. The Panel notes that the standard of proof is defined as the level of conviction that is necessary for the Panel to conclude that a certain fact is established. In addition, in the view of the Panel, the issue of the standard of proof is governed by the law applicable to the procedure (Girsberger/Voser, *International Arbitration*, 5th edition, chapt. 4 no. 1171 et seq.; KuKO-ZPO/Baumgartner, 3rd edition, 2021, Vor Art. 150-193, no. 6; Staehelin/Grolimund/Staehelin, *ZPO*, 3rd ed. 2019, para. 18 no. 37 et seq.; contra Hansböhler, *Kommentar zur Schweizerischen Zivilprozessordnung*, 2016, Art 157 no. 20).
124. Thus, this issue must be assessed in light of Article 182 of the PILA (see above no. 89 et seq.). Since the Parties agreed – with respect to the applicable provisions – on the CAS Code (cf. Article 182(1) of the PILA), the Panel must assess the question of the standard of proof by looking at the provisions of the CAS Code first. The provisions on taking of evidence in CAS proceedings are enshrined in Articles R44.2 and R44.3 of the CAS Code. These provisions – even though located in the chapter dealing with ordinary arbitration proceedings – are also applicable to the appeals arbitration proceedings at hand vis-à-vis Article R57(3) of the CAS Code.
125. The Panel notes, however, that these provisions are silent in relation to the question of taking of evidence, in particular the standard of proof, before the CAS. The same is true for the PILA and the TACP. The question, thus, is whether this Panel can fall back on Article 182 (2) of the PILA according to which – absent any agreement of the parties – the arbitral tribunal shall determine the law applicable to the procedure either directly or by reference to a law or to arbitration rules.
126. The question arises whether the Panel should be guided by the laws of the State of Florida. Section K.2 of the TACP indeed provides that “[t]his Program shall be governed in all respects (including, but not limited to, matters concerning the arbitrability of disputes) by the laws of the State of Florida, without reference to conflict of laws principles”. In the Panel’s view, the scope of Section K.2 of the TACP does not extend to arbitration proceedings before the CAS. This follows from Section I. 1 of the

TACP. According thereto, a decision (by the AHO) that a corruption offense has been committed “[m]ay be appealed exclusively to CAS in accordance with CAS’s Code of Sports-Related Arbitration and the special provisions applicable to the Appeal Arbitration Proceedings.” Thus, with respect to the procedure in appeal proceedings before the CAS, the TACP refers to a separate and distinct legal frame of reference, i.e. the CAS Code. The latter, however, is not embedded in Florida law, but – with respect to international arbitration procedures – in the PILA only. Consequently, it cannot be assumed that the Parties wanted the arbitration procedure before the CAS to be subsidiarily governed by Florida laws. This is all the more true considering that hardly any arbitrators on the CAS list – and none of the arbitrators sitting on this Panel – are experts in Florida law. To conclude, therefore, the Panel finds that it is Swiss law that governs the present procedure and not Florida law.

127. Even if Florida law was applicable (*quod non*), the Panel notes that Florida law does not provide any provisions applicable to arbitration procedures before an arbitral tribunal seated outside Florida, i.e. in Switzerland. Consequently, if – contrary to the view held here – Florida law would apply, it would be totally unclear to what provisions of Florida law Section K.2 of the TACP would refer.
128. To conclude, the Panel will assess issues relating to the taking of evidence in the framework of the present appeals proceedings before the CAS, in particular that of the applicable standard of proof, by reference to Swiss law and not Florida Law. As a result, the Panel finds that Section K.2. of the TACP is not applicable when it comes to standard of proof and that Florida Law, in particular the standard of “beyond reasonable doubt” as provided under Article 838.12 of the Florida Statutes and Article 3.7 of the Florida Standard Jury Instruction, is not relevant either.
129. In addition, the Panel further takes the view that when exercising its “discretion” according to Article 182(2) of the PILA, the Panel may also be guided by procedural principles enshrined in the TACP. In particular, the Panel notes that Section G.3.a of the TACP provides for the preponderance of evidence standard to apply in the framework of the AHO proceedings. The Panel also notes that several CAS panels found that the application of the preponderance of evidence is warranted in the case of match-fixing allegations since gathering evidence in relation to the offenses in question can be difficult as a result of the inherently concealed nature of the corrupt acts (CAS 2010/A/2172; CAS 2011/A/2621; CAS 2023/A/10101, para. 86; see also: CAS 2021/A/8531, para. 78; CAS 2020/A/7129 & 7130, paras. 320-321; CAS 2023/A/10177, para. 97). The Swiss Federal Tribunal also confirmed that applying the standard of proof of preponderance of evidence when making its finding on liability in match-fixing cases, in particular in the context of the TACP, did not offend the sense of justice. It explained as follows:

« La Cour de céans a du reste déjà jugé que retenir un degré de la preuve plus faible que celui appliqué en matière pénale dans le cadre d'affaires de manipulation de rencontres ne constituait pas une violation de l'ordre public procédural (arrêt 4A\_362/2013 du 27 mars 2014 consid. 3.3). Que la réglementation antidopage fixe un degré de la preuve plus strict que celui applicable en l'espèce pour retenir l'existence

*d'une infraction n'apparaît pas déterminant. Compte tenu des difficultés inhérentes à la preuve des cas de corruption et de manipulation de rencontres sportives et des pouvoirs d'investigation limités des organes juridictionnels des fédérations sportives, le degré de la preuve requis par le TACP ne heurte pas le sentiment de justice. » (SFT, 4A\_486/2022 , consid. 8.2).*

Free Translation :

*“Moreover, this Court has already ruled that adopting a lower standard of proof than that applied in criminal matters in cases of match-fixing does not constitute a violation of procedural public policy (judgment 4A\_362/2013 of March 27, 2014, para. 3.3). The fact that anti-doping regulations lay down a stricter standard of proof than that applicable in the present case for establishing the existence of an offence does not appear to be decisive. Given the difficulties inherent in proving cases of corruption and manipulation of sporting events, and the limited investigative powers of the sports federations’ judicial bodies, the level of proof required by the TACP does not offend the sense of justice.” (SFT, 4A\_486/2022 , consid. 8.2).*

130. The Panel is aware that CAS traditionally applies the comfortable satisfaction standard when it comes to sports disciplinary cases. In the context of the present case, the Panel is of the view that the question of the applicable standard of proof, i.e. “comfortable satisfaction” or “preponderance of the evidence”, can be left open. Indeed, whether it would apply the preponderance of evidence standard or that of comfortable satisfaction, the Panel finds that the outcome, as will be detailed below, would in any event be identical. In any case, while this does not affect the applicable standard, the Panel is of the view that it should have a high degree of confidence in the quality of the evidence upon which its findings are based (CAS 2011/A/2490, para 40; CAS 2021/A/8531, para. 78; CAS 2020/A/7129&7130, para. 321).

#### **4. Admissibility of the evidence**

131. The admissibility of the evidence is an issue governed by the law applicable to the procedure (BERGER/KELLERHALS, International and Domestic Arbitration in Switzerland, 2021, No.1318). Thus, this issue must be assessed in light of Article 182 of the PILA. Since the CAS Code is silent on the issue of taking of evidence, the Panel, in the context of Article 182(2) of the PILA, finds guidance in Section G.3.c of the TACP 2023, which provides that “[t]he 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”. Although this provision applies to the first instance proceedings, it may also serve as a source of guidance for the Panel in the current appeals proceedings. There is no persuasive argument why the admissibility of evidence should be assessed differently in the initial and appeal instances.

132. The Panel therefore concludes that the standard applicable to the admissibility of the evidence before this Panel is whether the evidence adduced by the Parties is “reliable” within the meaning of Section G.3.c of the TACP 2023.
133. The Panel deems it useful to clarify that, in the context of the present matter, the Parties did not raise any admissibility issue with respect to the evidence on record. In particular, there is no objection as to the authenticity and reliability of the evidence provided by the French and Belgian police in the framework of the Criminal Investigation. Similarly, there is no objection from the Player as to the reliability of the evidence that was put together by the ITIA, in particular the timelines and the betting data filed by the ITIA.
134. The Panel therefore concludes that there is no reason not to consider that the evidence on record in the present matter is fully reliable and admissible.

## **5. Assessment of the evidence**

135. Since the CAS Code does not contain any provision as to the assessment of evidence in CAS proceedings, the Panel is guided by the principle of free evaluation of evidence (“libre appréciation des preuves”) that generally applies in international arbitration in general, and in CAS proceedings particularly (Noth/Haas, Arbitration in Switzerland: the Practitioner’s Guide, 2nd ed., Article 44, para. 27).
136. In the present matter, the Panel shall consider both direct evidence and circumstantial evidence. Direct evidence is evidence that, if believed, directly proves a fact. Circumstantial evidence differs since it requires a trier of fact to draw an inference to connect it with a conclusion of fact (CAS 2019/A/6443 and CAS 2019/A/6593, para. 145). In other words, “*Circumstantial evidence might be compared to a rope comprised of several cords: one strand of the cord might be insufficient to sustain the weight, but three stranded together may be quite of sufficient strength*” (CAS 2018/O/5713, para. 61).
137. In a case involving alleged acts of corruption like the present one, circumstantial evidence may be especially pertinent since, as noted above, “*corruption is, by nature, concealed as the parties involved will seek to use evasive means to ensure that they leave no trail of their wrongdoing*” (CAS 2010/A/2172, para. 54; 2014/A/3537, para. 82; CAS 2021/A/8531, para. 76).

### **B. The Identity of the Player as “Muse” for the purposes of the activities of GS’ criminal network**

#### **1. Position of the Parties**

138. The ITIA contends that the telephone number [+[…]], which is stored in GS’ mobile phones as “Muse.fr”, is in fact the Player’s hidden phone number and that as a result conversations retrieved between GS and “Muse.fr” or “Muse” are in fact conversations between GS and the Player. The ITIA submits that his telephone number was saved using a pattern that was similar to other tennis players who admitted to match fixing

with GS; other tennis players also confirmed that the Player was using the nickname “Muse” and the Player himself indicated that his nickname is “La Muse” which is also part of his email address. In addition, the telephone number [+...] appears next to “Muse” on a handwritten page in the notebook found in the sear of GS’ home. The ITIA also produced different conversations between tennis players in which these tennis players refer to “Muse” and the content of the conversation clearly shows that they actually refer to the Player. The ITIA furthermore produced a conversation between “lamuse.fr” and GS dated 21 May 2018, which was retrieved from GS’ phone, “lamuse.fr” confirms that he was interviewed by the TIU the week before, which aligns with the fact that the Player was indeed interviewed with the ITIA on 15 May 2018. Also, the comparison of conversations from the Player and from “Muse.fr” reveal similarities in particular as to the use of another person’s nickname.

139. The Player in turn asserted that his sole telephone number was the one he communicated to the ITIA and to the French Police, and that he never used the hidden telephone number [+...]. He contends that the evidence produced by the ITIA, whether conversations between other tennis players or from the Player, are speculative at best and in any event clearly insufficient to establish a link between the Player and “Muse” or “Muse.fr”. Also, there is no evidence that the handwritten note found at GS’ home was written by GS.

## **2. Findings of the Panel**

140. It is undisputed that GS used to store the telephone number of tennis players on his mobile phones. The Belgian Police indeed observed that one of GS’ mobile phones contained several phone numbers of professional tennis players or names referring to professional tennis players, as follows:



**OBSERVATIONS:**

We observe that this mobile phone iPhone X with IMEI number [REDACTED] contains several numbers of professional tennis players or where the name refers to professional tennis players:

MOYANO	Agustin Jeremias	ARGENTINA
RIVERA	Sebastian	CHILE
OKALA	Jules	FRANCE
THIVANT	Yannick	FRANCE
[REDACTED]	[REDACTED]	[REDACTED]
BRECHEMIER	Thomas	FRANCE
HOSSAM	Karim	EGYPT
RACHIDI	Younes	MOROCCO
[REDACTED]	[REDACTED]	[REDACTED]
HOSSAM	Karim	EGYPT
ALEX	P (Alexandrina NAYDENOVA)	BULGARIA
SETODJI	Thomas	FRANCE
GUEZ	David	FRANCE
CORTES ALCARAZ	Aaron	SPAIN
[REDACTED]	[REDACTED]	[REDACTED]
FEITT	Franco	ARGENTINA
DE GREEF	Arthur	BELGIUM
INZERILLO	Jerome	FRANCE
MITJANA	Leny	FRANCE
DUBAIL	Julien	BELGIUM
LESCURE	Mick	FRANCE
[REDACTED]	[REDACTED]	[REDACTED]
JANKOVITS	Yannick	FRANCE
AUTHOM	Maxime	BELGIUM
MUSIALEK	Alexis	FRANCE
[REDACTED]	[REDACTED]	[REDACTED]
ROJAS-MALDONADO	Alberto	MEXICO

141. It is also undisputed that GS used nicknames for himself and for the tennis players with whom he worked together. Hence, during his interrogation by the French Police, Mick Lescure confirmed that GS was known as “MAESTRO” and/or “RAGNAR”:

Answer: I acknowledge to have been in contact with a man named MAESTRO who lies at the root of match fixing.  
I got to know him in Bagneres de Bigorre, about 4 years ago at the occasion of the “FUTURES” tournament.

He approached me in town and told me that he did match fixing, that he belonged to the world of sport betting and the world of tennis.  
He did not tell me his name, but I have heard that his nickname was MAESTRO.  
He told me that I could make money in the context of betting on TENNIS either by losing matches or by fixing a score per set.

He told me I would be compensated according to the matches, between 1000 and 2000 euros. I told him that I might be interested since it would pay for some night at the hotel, but I did not accept immediately.

142. Furthermore, the telephone number [+[…]] was stored in GS’ mobile phones as “Muse.fr”, which, in the Panel’s view, corresponds to the manner in which GS saved the details of other professional tennis players collaborating with him, such as Jules Okala (“Okala.fr”), Yannick Thivant (“thiv.fr”) or Thomas Brechemier (“Brech.fr”), Leny Mitjana (“Leny.fr”), Omar Salman (“Omar.be”) or Mick Lescure (“Mikki.fr”). The first part of the stored name alluded to a name/nickname or short name of the player, and the second part referred to the nationality of the player. Many of the above-mentioned players confirmed their nickname:

- Yannick Thivant (“thiv.fr”) stated to the French Police as follows:

- I was born on 22nd January 1987 in Sucie en Brie, my parents are Philippe THIVANT and Armande FAILONI
- My nickname is "LA THIV"

- Mick Lescure ("Mikki.fr") stated to the French Police as follows:

Question: Your mobile phone number French mobile phone number [REDACTED] with the nickname "MIKKI.FR" or "MIKKIP.FR" was found in three mobile phones of SARGSYAN Grigor. How does he get your mobile phone number?  
Answer: I gave it to him as I told you already. The nicknames MIKKI.FR and MIKKIP.FR that he gave me, I did not know about.

- Thomas Brechemier ("Brech.fr") also stated to the French Police as follows:

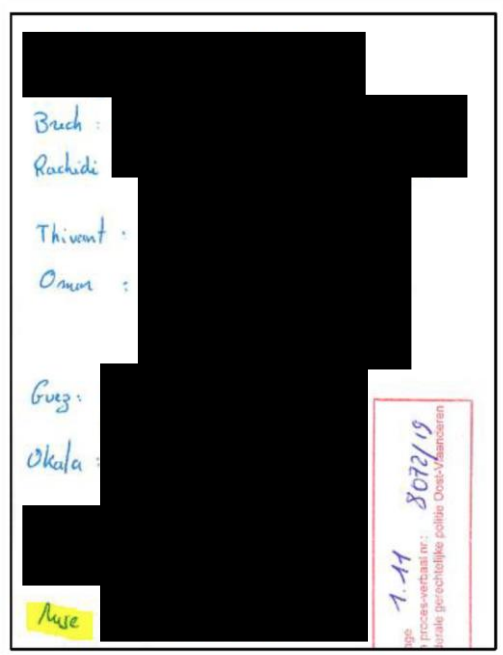
Question: Our investigations show that your number, i.e. [REDACTED] is stored under "Brech.fr" in the mobile phone of Sargasyan Grigor (Maestro). How did Sargasyan Grigor get hold of your mobile number?  
Answer: I had his number and I sent him a text to contact me directly, in other words no longer via Lescure. I suppose he stored my number.  
 Brech is my nickname.

- Similarly, Jules Okala ("Okala.fr") confirmed to the French Police as follows:

Question: It turns out from the investigation that SARGSYAN Grigor has registered your mobile phone no. [REDACTED] with the name "OKALA.FR" in his mobile phone? How is it that SARGSYAN Grigor is in the possession of your mobile phone no.?  
Answer: It is he who gave me his number and then he asked mine. As I said, at first it was out of interest in tennis. When I gave him my number, he had not asked me yet to fix matches.

143. Based on this clear pattern in the manner in which GS used to save the contact details of the tennis players, the Panel is of the view that "Muse.fr" evidently refers to someone with the nickname "Muse".

144. Furthermore, the Panel considered the handwritten note found in the search at GS' home which looks as follows:



145. This handwritten note is an extract of a notebook of GS which was found at GS' home during a home search by the Belgian Police; the Panel thus accepts that this handwritten note is from GS. The Panel further notes that other names of players on that page of the notebook of GS have admitted to match-fixing, such as:
- "Okala" i.e. Jules Okala stored as "Okala.fr",
  - "Brech" i.e. Thomas Brechemier stored as "Brech.fr",
  - "Omar" i.e. Omar Salman stored as "Omar.be",
  - "Thivent", i.e. Yannick Thivent stored as "Thiv.fr".
146. As a result, there is sufficient evidence to conclude that the telephone number [+[[...]]] that was stored on GS' phone under "muse.fr" is that of "Muse", as mentioned on the handwritten note.
147. Moreover, the Panel notes that the Criminal Investigation of the Belgian Police connected the telephone number [+[[...]]] stored under "Muse" to the Player:

FEDERAL JUDICIAL POLICE JUDICIAL DISTRICT OOST-VLAANDEREN OUDENAARDE – 7316 Financial crimes Bergstraat 32 - 9700 Oudenaarde		PV N° 001633/2019 T.: 055/33.81.79 F.: 055/33.81.88
<b>OBSERVATIONS:</b>		
We observe that this mobile phone iPhone X with IMEI number [REDACTED] contains several numbers of professional tennis players or where the name refers to professional tennis players:		
MOYANO	Agustin Jeremias	ARGENTINA
RIVERA	Sebastian	CHILE
OKALA	Jules	FRANCE
THIVANT	Yannick	FRANCE
BRECHEMIER	Thomas	FRANCE
HOSSAM	Karim	EGYPT
RACHIDI	Younes	MOROCCO
HOSSAM	Karim	EGYPT
ALEX	P (Alexandrina NAYDENOVA)	BULGARIA
SETODJI	Thomas	FRANCE
GUEZ	David	FRANCE
CORTES ALCARAZ	Aaron	SPAIN
FEIT	Franco	ARGENTINA
DE GREEF	Arthur	BELGIUM
INZERILLO	Jerome	FRANCE
MITJANA	Lery	FRANCE
DUBAIL	Julien	BELGIUM
LESCURE	Mick	FRANCE
JANKOVITS	Yannick	FRANCE
AUTHOM	Maxime	BELGIUM
MUSIALEK	Alexis	FRANCE
ROJAS-MALDONADO	Alberto	MEXICO

148. The fact that the Player was not prosecuted does not undermine the weight of this evidence. As was explained by the ITIA, the Belgian Prosecutor chose to exclusively prosecute Belgian tennis players (in addition to GS and the other members of his network) and all of the Belgian tennis players implicated in the Belgian criminal proceedings were convicted based on evidence comparable to the evidence produced in this case.

149. In addition, several tennis players confirmed that GS used to give them SIM cards with a different telephone number for the purposes of communicating with him. For instance, Mr Salman confirmed to the French Police that:

I must reply to your extensive question that I have already received several SIM-cards from MAESTRO; I do not remember how many SIM-cards I received from MAESTRO.

150. The analysis of retrieved conversations is also telling in connecting “Muse” or “Muse.fr” to the Player. The Panel indeed notes that in a conversation that was held in 2018 among other tennis players, it is referred to “Muse” and the content revealed about “Muse” coincides with the personal information of the Player. This is the case with respect to a conversation between Omar Salman and [...], two tennis players at the time of the facts, who refer to “Muse” as having resided in the United States – just like the Player did – and as having a [...] who is active in tennis, which is the case of the Player:

Date	Time	Subscriber	Interlocutor	Content	Direction
				je continue cette année puis	
24/06/2018	13:45:06	OMAR SALMAN		I continue this week then I will look for a sponsor	
				Next year stop	
24/06/2018	13:45:16	OMAR SALMAN		I surely I do not want to	
				Soon we will be garbage men	
24/06/2018	13:45:22	OMAR SALMAN		And sorting out our food	
				So hard tennis and we fear Maestro	
24/06/2018	13:47:23	OMAR SALMAN		You will be pushing wheelbarrows in Charleroi friend	
24/06/2018	13:47:38	OMAR SALMAN		10 euro/hour	
24/06/2018	13:47:46	OMAR SALMAN			
24/06/2018	13:47:50	OMAR SALMAN		50 in the hand, this sport is hell I would so much have liked	
				Totally zero direct	
24/06/2018	13:48:09	OMAR SALMAN		Like this I would not hesitate	

24/06/2018	13:48:14	OMAR SALMAN		ahaha	
24/06/2018	13:48:16	OMAR SALMAN		Am hot	
24/06/2018	13:50:37	OMAR SALMAN		Pff we should have gone to the States	
24/06/2018	13:50:49	OMAR SALMAN		Uniff	
24/06/2018	13:50:51	OMAR SALMAN		A volo??	
24/06/2018	13:50:58	OMAR SALMAN		Genius the muse .. mythical over there	
24/06/2018	13:51:04	OMAR SALMAN		As papa muse	
24/06/2018	13:51:18	OMAR SALMAN		Continue to play ???	
24/06/2018	13:51:21	OMAR SALMAN		He is crazy	
24/06/2018	13:52:45	OMAR SALMAN		Haha papa muse is depressing no?	
24/06/2018	13:54:21	OMAR SALMAN		Haha no flourishing in Paris him	
24/06/2018	13:58:14	OMAR SALMAN		Haha, very well for papy muse	

151. The Panel also finds that a conversation between “Muse.fr” and GS reveals information only the Player could have known. This is the case with respect to a conversation that was held on 21 May 2018, between “Muse.fr” and GS, which states as follows:

Date	Time	Conversation partner	Info about conversation partner	Contents	Direction
21/05/2018	13:19:58		MUSE.FR	Who is it?	I
21/05/2018	13:20:11		RAGNAR	Mo	O
21/05/2018	13:20:12		RAGNAR	Me	O
21/05/2018	13:20:16		RAGNAR	Ok?	O
142/25					
21/05/2018	13:30:17		MUSE.FR	Ok	I
21/05/2018	13:30:31		MUSE.FR	Ok and you!	
21/05/2018	13:20:22		RAGNAR	I have changed number	
21/05/2018	13:20:25		MUSE.FR		
21/05/2018	13:20:27		MUSE.FR	Asks me	
21/05/2018	13:20:31		MUSE.FR	Plays in 45 mins.	I
21/05/2018	13:20:32		MUSE.FR	Spain	I
21/05/2018	13:20:36		MUSE.FR	Do you have anything?	I
21/05/2018	13:20:39		RAGNAR	I will look	O
21/05/2018	13:22:56		MUSE.FR	Ok thx	I
21/05/2018	13:23:14		RAGNAR	Save the number	
21/05/2018	13:23:23		MUSE.FR	Is done	
21/05/2018	13:23:43		MUSE.FR	Tell me when you know if there is something on	
21/05/2018	13:33:52		MUSE.FR	I was interviewed by TIU	
21/05/2018	13:23:56		MUSE.FR	Last week	
21/05/2018	13:24:00		MUSE.FR	3 matches	
21/05/2018	13:24:32		RAGNAR	Yes	O
21/05/2018	13:24:38		RAGNAR	JJ has told me	O
21/05/2018	13:24:47		RAGNAR	It is the time	O
21/05/2018	13:24:55		MUSE.FR	I gave them my tel	I
21/05/2018	13:24:57		MUSE.FR	Perso	
21/05/2018	13:25:01		RAGNAR	They interview everybody	O
21/05/2018	13:25:03		RAGNAR	Yes	O
21/05/2018	13:25:04		RAGNAR	Very good	O
21/05/2018	13:25:08		MUSE.FR	I had nothing	I
21/05/2018	13:25:12		RAGNAR	It was clean, no	O
21/05/2018	13:25:16		RAGNAR	Very good	O
21/05/2018	13:25:25		RAGNAR	Our system is perfect	O
21/05/2018	13:25:31		MUSE.FR	Yes	I
21/05/2018	13:25:39		RAGNAR	Mmm today	O
21/05/2018	13:25:53		RAGNAR	Not brilliant that match	O
21/05/2018	13:25:59		MUSE.FR	Shit	I
21/05/2018	13:26:14		MUSE.FR	So I tell him I have nothing?	I
21/05/2018	13:26:30		RAGNAR	Yes, nothing today	O
21/05/2018	14:52:29		RAGNAR	Yep	O

152. Indeed, in this conversation, “Muse.fr” communicates to GS that he was interviewed by the TIU “last week”, which entirely coincides with the date the Player was interviewed by the TIU on 15 May 2018. It is also telling that, during this interview, the Player handed over his phone to the TIU as confirmed by “Muse.fr” to GS in the above conversation. The Player’s mere denial that it was him having this conversation with GS is, in the Panel’s view, not credible. This finding is not contradicted by the Player’s submission that he was interviewed by the TIU in relation to 4 matches and the above conversation only refers to 3 cases of match-fixing. The Panel is not convinced that there is a discrepancy between the number of cases referred to in the interview and in the above conversation. Be it as it may, even if there was a discrepancy (quod non) the same is trivial and – in particular in light of the rest of the evidence in this section – incapable of discrediting the Panel’s conclusion that “Muse.fr” is the Player.

153. The Panel moreover considered a conversation that was held on 21 and 22 May 2017 between the Player [using his disclosed number] and Mick Lescure, [...] and [...], other tennis players, which states as follows:

“

[on 21 May 2017:]

*The Player:* ‘And tonight micky we have to see each other 😊😊 (05:37:04)

*Mick Lescure:* ‘It’s good I haven’t forgotten motherfucker’ (05:37:17)

*Mick Lescure:* ‘You think I’m going to miss the rhune too’ (05:37:29)

*The Player:* ‘Wow’ (05:37:31)

*Mick Lescure:* €€€€€ (05:37:42) (These are Euro bank note emojis)

*The Player:* ‘Is [...] awoke?’ (05:37:47)

*Mick Lescure:* ‘Bagat Maestro’ (05:37:57)

*Mick Lescure:* ‘I get up I have a cracked screen’ (05:39:12)

*AM:* ‘But hey you can buy 8 tonight’ (05:39:36)

[On 22 May 2027:]

*Mick Lescure:* ‘are waiting for the maestral envelope’ (20:29:35)

[...]: ‘the envelope I would use it to buy a car’ (20:30:32)

[...]: ‘Finished doing 2 hours of metro per day’ (20:30:44)”

154. The Panel afforded the Player a considerable opportunity to be heard at the Hearing on this issue and was not at all convinced by the Player’s explanation that the persons in this WhatsApp group, which undisputedly included him, were discussing a night club in Paris they were planning to go to and bottles of alcohol. In the Panel’s view, this conversation is clearly about money, which the persons involved in the WhatsApp group expected to receive in relation to the match fixing scheme. This stems from the wording “€€€€€ [these are Euro bank note emojis]”; “But hey you can buy 8 tonight”; “are waiting for the maestral envelope” and “the envelope I would use to buy a car”. This information needs to be read in conjunction with the clear references to the nickname of GS, i.e. “Maestro”, “Bagat Maestro” and “are waiting for the maestral envelope”. In the Panel’s view, this conversation, which the Player is undisputedly part of, clearly refers to payments to be received from GS by the various tennis players. There is thus a clear link between the Player and GS through the Player’s disclosed telephone number.
155. The Panel further notes that the Player identifies himself as “La Muse”. This is evidenced by the fact that, in his interrogation by the French Police on 28 May 2019, the Player accepted that he is being called “La Muse”:

Question: Do you have a VIBER account/a WhatsApp account/ a Telegram account? If yes, what is your penname and with which number is it linked?  
Answer: Yes, I only have a WhatsApp account, I have many nicknames: in the States I am called Frenchie, my friends call me Polak because I am Polish by origin, Toro because where I live there is a corrida, Musi, la **Muse** all depending whom I am with.



156. In addition, during his interrogation by the TIU on 15 May 2018, the Player indicated that his email address was [...]:

LH: Okay. And then, so Boulogne, B-O-U-L-O-G-N-E and then Villancourt V-I-L-L-A-N-C-O-U-R-T. Telephone number is [REDACTED] and e-mail address of lamuse, which is [REDACTED] lower case, all in lower case, [REDACTED]  
 AM: Yes.

157. Likewise, Mr Steve Downes, an Intelligence Analyst at the TIU confirmed that the download that was made from the Player's personal phone revealed that "the French SIM card in the phone at the time of extraction store[d] the phone owner name [as] 'Lamuse'."
158. Finally, several tennis players confirmed to the French Police that the Player was known as "Muse". This is the case of Jérôme Inzerillo whose interrogation report mentions as follows:

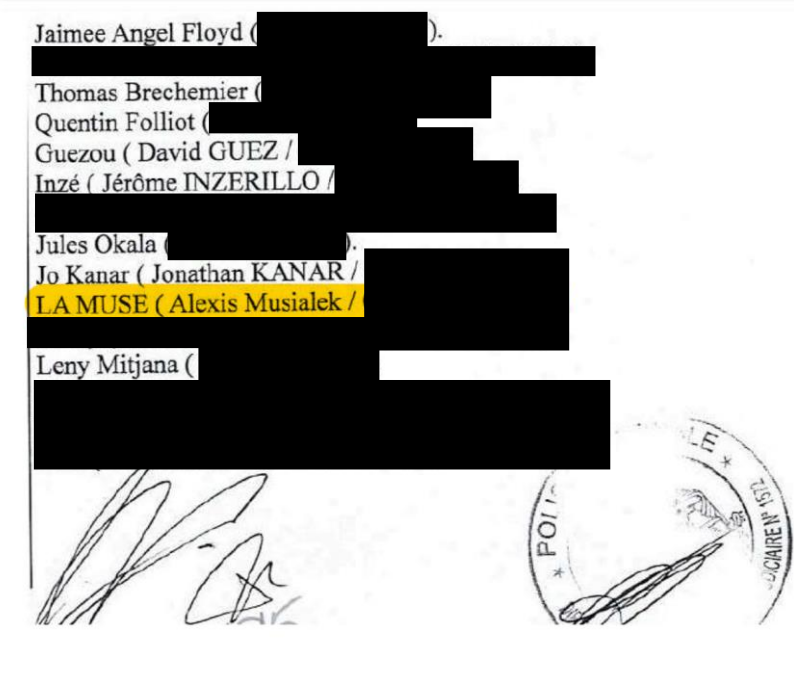
**Q: Do you know Gabriel PETIT, F.A. VIBERT, Clément, Reix and Muse?**  
**A: Yes, I know all of them, we play tennis together since the age of ten, so we all know one another.**  
**They are acquaintances in the world of tennis but as you know the world of tennis is big and we have very few friends because tennis is an individual sport.**  
**I know several people named Clément, at least four tennis players.**  
**And I know the player REIX Clément.**  
**I know Muse, his real name is MUSIALEK Alexis.**

159. This is also the case of Mick Lescure, who confirmed to the French Police that "Muse" is the Player and that he collaborated with GS, in the following terms:



**QUESTION:** Can you tell us Who are the tennis players that have, in your opinion, collaborated with SARGSYAN Grigor and "Maestro"?

**ANSWER:** "Yes, by reputation, I have heard that the following players have collaborated and did match fixing with Maestro:



160. Considering the overwhelming evidence presented in this section, the fact that before the French Police, the Player simply denied knowing the names “Gregory, Maestro, TonTon, Greg, RAGNAR or GG” or having any contacts with GS is simply not credible. The Panel also notes that none of the parties could point to any other professional tennis player that would be identifiable as “Muse” or “LaMuse”.
161. In light of the above elements, the Panel concludes that any reference in the conversations between GS and other referring to “Muse.fr” or “Muse” is clearly to the Player. This is true irrespective of what standard of proof the Panel applies.

### C. The Functioning of GS’ criminal network and the Player’s Involvement

162. Before delving into the analysis of the alleged offenses in relation to each of the matches concerned, the Panel will examine the evidence on record with respect to the GS’ criminal network and its modus operandi as well as the Player’s involvement in such criminal network.

#### 1. GS’ criminal network and its *Modus Operandi*

163. The Parties do not dispute the facts that stem from the investigations in France and in Belgium in relation to GS’ criminal network in abstract. Based on the evidence on record, in particular the Judgment of the Criminal Court and the witness statement of

Ms Sarah Hamlet and that of Ms Karen Risby, investigators in charge at the ITIA, as well as the documentation from the Criminal Investigation carried out in Belgium and in France, including the reports from professional tennis players' interrogations, the Panel has no doubt with respect to the following factual elements:

- ✓ At the centre of the organized criminal network is GS, also referred to as "*Maestro*", "*Gregory*", "*Greg*" or "*Ragnar*". The Criminal Investigation established that GS was responsible for being the point of contact between professional tennis players or a middleman on one side and a network of gang members who were responsible for placing bets using a wide variety of online betting operators and in store terminals on the other. In each case, he had an international network and was a major player in the criminal organization.
- ✓ GS' methodology is as follows:
  - i. GS would review the online betting markets and assess matches where one of the players might be prepared to fix the match and there was potential financial profit to be made from fixing the match.
  - ii. GS would contact the player (or middleman), usually via WhatsApp and/or Telegram and would offer the player a financial reward in exchange for fixing a match. The proposed fixes varied but included losing specific sets (sometimes by a particular scoreline), losing specific games and/or a specific serve in a game. Sometimes also the tennis players contacted GS directly or through a middleman seeking for an offer to make some extra money by fixing a match.
  - iii. If the player agreed to carry out the fix, GS would instruct his associates to place bets with various betting operators (usually online, but the bets could also be placed in person).
  - iv. After a fix was successfully carried out, GS would arrange payment to be made to players and to the intermediary (if there was one).
- ✓ GS' global operation has been ongoing for several years and was indeed hugely successful. The money trails lead to millions of dollars or euros being discovered. However, given that the trails relate to limited time periods, it is believed that the true earnings of this criminal organisation were far higher. The Belgian Criminal Investigation revealed that over 181 professional tennis players were linked to GS or GS' criminal network. The investigation by the Belgian Police indeed showed that GS's phone contained several dozens of professional tennis players' telephone numbers:

FEDERAL JUDICIAL POLICE JUDICIAL DISTRICT OOST-VLAANDEREN			PV N° 001633/2019
OUDENAARDE – 7316 Financial crimes			T.: 055/33.81.79
Bergstraat 32 - 9700 Oudenaarde			F.: 055/33.81.88
<b>OBSERVATIONS:</b>			
We observe that this mobile phone iPhone X with IMEI number 353040092715779 contains several numbers of professional tennis players or where the name refers to professional tennis players:			
MOYANO	Agustin Jeremias	[REDACTED]	ARGENTINA
RIVERA	Sebastian	[REDACTED]	CHILE
OKALA	Jules	[REDACTED]	FRANCE
THIVANT	Yannick	[REDACTED]	FRANCE
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
BRECHEMIER	Thomas	[REDACTED]	FRANCE
HOSSAM	Karim	[REDACTED]	EGYPT
RACHIDI	Younes	[REDACTED]	MOROCCO
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
HOSSAM	Karim	[REDACTED]	EGYPT
ALEX	P (Alexandrina NAYDENOVA)	[REDACTED]	BULGARIA
SETODJI	Thomas	[REDACTED]	FRANCE
GUEZ	David	[REDACTED]	FRANCE
CORTES ALCARAZ	Aaron	[REDACTED]	SPAIN
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FEITT	Franco	[REDACTED]	ARGENTINA
DE GREEF	Arthur	[REDACTED]	BELGIUM
INZERILLO	Jerome	[REDACTED]	FRANCE
MITJANA	Leny	[REDACTED]	FRANCE
DUBAIL	Julien	[REDACTED]	BELGIUM
LESCURE	Mick	[REDACTED]	FRANCE
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
JANKOVITS	Yannick	[REDACTED]	FRANCE
AUTHOM	Maxime	[REDACTED]	BELGIUM
MUSIALEK	Alexis	[REDACTED]	FRANCE
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ROJAS-MALDONADO	Alberto	[REDACTED]	MEXICO

Many tennis players, many of whom appear on this contact list from GS' phone, indeed confirmed that they used to cooperate with GS in match-fixing:

- Mick Lescure, a French professional tennis player indeed confirmed that he was cooperating with GS for match fixing and that multiple other professional tennis players were involved with GS:

Question: To whom can you refer to in your immediate circle as professional tennis player? Who is your trainer, coach, therapist, with which tennis club are you affiliated? ...

Answer: My best friend is [REDACTED] I know him since I was little and we both belong to the club of [REDACTED]

Other players are more acquaintances: Jules OKALA, David GUEZ, [REDACTED], Thomas BRECHEMIER, Yannick THIVANT, Yannick JANKOVITS, Jonathan KANAR, INZERILLO Jérôme..., and there are others. They have all cooperated with MAESTRO.

[...]

Question: It appears from the investigation that you talk to SARGSYAN Grigor about several tennis players such as [REDACTED] 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 amounts of corruption to falsify these tennis matches. It seems that you are a go-between between SARGSYAN Grigor and several French tennis players

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 that they 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. I did this for MAESTRO and gave my friends the opportunity some money. I want to emphasize that this only occurred only occasionally.

I have played this role of go-between from the first time he contacted me for match fixing. Sometimes players took the initiative with MAESTRO due to my intermediary. I want to reaffirm never have accepted money for this role as a go-between.

[...]

Question: Do you know the tennis player Julien DUBAIL? What is your relation to him? Do you have telephone contacts with him, or via WhatsApp or VIBER or TELEGRAM? If yes, what is the nature of your communications?

Answer: He is a mate who I see in the world of tennis, but it is not a real friend. We occasionally exchange messages only on WhatsApp. He stopped playing tennis recently. He does not any longer plays international tournaments, maybe in Belgium because he is a Belgian tennis player.

Julien DUBAIL knows all Belgian tennis players. I know he also cooperated with MAESTRO, I think he was also useful as go-between between MAESTRO and other Belgian tennis players, but I do not recall what the subject was.

- Yannick Thivant, professional tennis player, also admitted to match-fixing with another player called Gabriel Petit:

-Question: Do you wish to make any statements spontaneously in relation to the fact that you are considered to be a suspect within the framework of an international investigation into match fixing?

-Reply: I admit having participated in match fixing, together with a person whose name I do not know, but everyone calls "MAESTRO"—

-However, I believe that too great an importance is attached to the role of intermediary within the framework of your investigation—

-In fact and if I am not mistaken around 5 to 6 times I acted as a contact between MAESTRO and a tennis player called Gabriel PETIT, but in any case not in excess of 10 times. Nevertheless I received a small percentage of the money paid by MAESTRO to PETIT—

- Thomas Brechemier, professional tennis player, admitted to match-fixing:

Question: Are there any other players with whom you fixed one or more matches?

Answer: Jules Okala (France), Omar Salman (Belgium), [REDACTED] and Yannick Thivant (France).

- François-Arthur Vibert, professional tennis player, admitted to match-fixing:

Question of Me [REDACTED]: Why did you accept to falsify only 7 matches out of the 30 proposals?

Answer of VIBERT François-Arthur: To get by financially, to support myself, I always asked my mother. It was to support my tennis project.

- ✓ GS also had put into place a bookkeeping system on the note app of his phone, in which he used to update the amounts of money due to each of the players, as follows:

- Mick Lescure in his interrogation before the French Police confirmed the following *modus operandi*:

Question: It appears from the investigation that you have conversations with SARGSYAN Grigor about the fact that it worked and that you have a balance of 1.0? These conversations show that it succeeded to falsify a tennis match you are playing yourself or another friend-player and that SARGSYAN Grigor owes you money for this.

Answer: MAESTRO made a note of how much money he was due to the player as a result of match fixing. So, each player had a credit with him. So, the money could accumulate on his "account" with MAESTRO. He paid the player when he could and wanted depending on his possibilities.

In that case my balance with MAESTRO was 1 000 euros he owned me.

- Yannick Thivant further confirmed the functioning of the bookkeeping system, as follows

Insofar as the mention "Thiv: 8.0" and "Thiv: 0.0" are concerned, we believe that on 22<sup>nd</sup> July 2017 and on 17<sup>th</sup> April 2018 a note had been entered into Grigor SARGSYAN's cell phone whereby reference was made to a possible unpaid or unsettled amount linked to the nickname Thiv. From the investigation of the telephone communication it appears that the abbreviation "Thiv" was used for you, Yannick THIVANT.

What do you know about that? Is it correct to assume to assume that you receive amounts of money from Grigor SARGSYAN and/or the network of gamblers?

Is it correct to assume that it concerns corrupt money for the purpose of fixing your tennis matches?

-Reply: 0.0 means that the accounts have been settled and that MAESTRO does not have to make any payments. 8.0 for THIV: means that he is required to pay me EUR 8,000—

--4.5 means the amount corresponds to EUR 4,500,

- The same bookkeeping system was also found on GS' phone, which is as follows:

#	Body	Summary	Source	Created-Time
1	MoneyGram 1		Notes	31/05/2018 10:28:43(UTC+0)
2	Nouvelle note		Notes	28/05/2018 19:34:50(UTC+0)
3	Nouvelle note		Notes	25/05/2018 3:43:51(UTC+0)
4	Nouvelle note		Notes	17/05/2018 7:33:34(UTC+0)
5	Nouvelle note		Notes	17/05/2018 7:33:29(UTC+0)
6	Nouvelle note		Notes	16/05/2018 15:11:53(UTC+0)
7	Nouvelle note		Notes	15/05/2018 13:08:35(UTC+0)
8	Nouvelle note		Notes	9/05/2018 17:12:55(UTC+0)
9	Librairie: 0.5	+ 250 pending	Notes	5/05/2018 18:55:17(UTC+0)
	+ 250 pending		Notes	4/05/2018 16:17:21(UTC+0)
			Notes	2/05/2018 16:22:19(UTC+0)
			Notes	30/04/2018 10:01:58(UTC+0)
			Notes	22/04/2018 17:35:08(UTC+0)
			Notes	20/04/2018 11:46:30(UTC+0)
			Notes	17/04/2018 15:55:44(UTC+0)
			Notes	15/04/2018 12:37:52(UTC+0)
	Yvg : 1.0			
	Thiv : 0.0			
	Gare du N :	18:30 : Mc do JJ > 3.7		
	18:30 : Mc do JJ > 3.7			
	Muse > 1.6			
	19:10 : leny > 8.3			
	19:30			
17	1.0		Notes	12/04/2018 15:59:51(UTC+0)
	Fellit : 0.0		Notes	5/04/2018 12:58:04(UTC+0)



- Other conversations involving GS and tennis players also confirm the bookkeeping system:

02/06/2018	12:11:40		THIV.FR	Oui	I
02/06/2018	12:11:49		THIV.FR		I
02/06/2018	12:11:51		RAGNAR	Je t'enverrai encore 0.1 bonus	U
02/06/2018	12:11:57		RAGNAR	Solde : 2.7	U
02/06/2018	12:11:59		THIV.FR	Cool c'est gentil	I
02/06/2018	12:12:17		RAGNAR	Je fais ça d'ici 1h	U
02/06/2018	12:12:23		THIV.FR	Parfait	I
02/06/2018	14:00:01		THIV.FR	Tu as pu faire ?	I
02/06/2018	14:00:40		RAGNAR	Dans 20min , ça te va ?	U
02/06/2018	14:00:46		RAGNAR	Je suis au volant	U
02/06/2018	14:01:39		THIV.FR	Oui je pars	I
02/06/2018	14:04:49		RAGNAR	C'est fait	U
02/06/2018	14:04:53		RAGNAR	Solde : 0	U
02/06/2018	14:16:41		THIV.FR	Merci Parfait	I

- and, similarly:

16/05/2018	17:25:32		RAGNAR	- code : 24509096 - from Armenia to Mexico	U
16/05/2018	17:26:01		RAGNAR	6.7 - 5.1 ( 2250 + 2250 + 600 ) = 1.6	U
16/05/2018	17:26:07		RAGNAR	Saldo : 1.6	U
16/05/2018	17:26:27		ALBERTO.MX	Thanks amigo. Talking to dlaz now. Give me max 1 hour	I
16/05/2018	17:28:40		RAGNAR	Oki	U

- ✓ After the fix was successfully carried out, GS used to pay the tennis players involved and their intermediates (if any), either by the money transfer services, e.g. MoneyGram, Western Union (whereby a player or their representative would collect the money in-person that had been transferred by an associate of GS) or by a Skrill or Neteller payment (which a player or their representative could access online). GS sometimes also met with players in-person where he would give players cash; this is especially the case with players in France. GS would also arrange payment to the intermediary involved (if there was one). Several professional tennis players, who admitted to match-fixing, confirmed to the Police the payment methods of GS:

- Mick Lescure, a professional tennis player who admitted to match fixing, explained the payment method of GS in the following terms:

We lost the match at 600 euros each given in cash by MAESTRO afterwards when we returned to France.  
We have met at the Gare du Nord in Paris; I do not recall when.  
We have stayed in touch and he became a buddy but not a friend. Afterwards we have kept in touch on a regular basis, we have met as well but not always regarding match fixing.

[...]

Question: Do you happen to receive money through international money transfers? If yes, from whom do you receive these sums of money? What is the volume of these sums of money? For which reasons have these last ones been transferred to you?  
Answer: No, I do not receive money through international money transfers. The profits from the tournaments are generally paid by cheque or sometimes in cash. MAESTRO gave me the cash directly.

[...]

Question: It appears from the investigation that you have met SARGSYAN Grigor in person. You also met on 06/08/2017 at the Champs-Élysées and you went to the Japanese restaurant KYOTO. Is this correct?  
 So, you met one another on:  
 03/09/2017 in the Brasserie.  
 16/10/2017 at 7:00 pm at the Gare du Nord in Paris  
 17/01/2018 at 8:20 pm at the Brasserie  
 04/02/2018 at 6:30 pm at Mc Donald's  
 10/02/2018 near CHATELET  
 27/05/2018  
 What did you discuss about? Did you receive money from SARGSYAN Grigor?  
Answer: I remember to have had meetings with MAESTRO on 03/09/2017 in the Brasserie, on 16/10/2017 at the Gare du Nord in Paris, on 17/01/2018 at the Brasserie.  
 As far as the other dates are concerned, I do not remember anymore.  
 We have met for having dinner together because he is a mate and we discuss tennis, and the betting that is going on in the world of tennis.  
 A few times he gave me some money he still owed me. He gave me in total 500 euros in cash

- Similarly, Thomas Brechemier confirmed to the French Police that he used to received payments in cash from GS, as follows:

Question: When and at what event did you meet Maestro for the first time?  
Answer: I cannot quite remember, but it has to have been at the end of 2017. We were at the "Gare du Nord" and he gave us our envelopes with money in.  
 When I saw him for the first time, Lescure introduced me to him.  
 He had appointments with players in a bistro, somewhere near the "Gare du Nord".  
 We each went there, separately.  
 These were very short meets, after a tournament, when we received our money.

- Analogously, Yannick Jankovits confirmed to the French Police the following facts:

-- Everything was discussed on Telegram. We hardly met one another. I think we've seen one another two or three times, at the Saint Charles station in Marseille. I can't remember the dates.  
 -- I think he had also made an appointment with other players to give them money. In any case, he told me that he could not have that much money in his pocket.  
 -- The payment was always in cash, never through a money or wire transfer.

- Jules Okala equally confirmed to the French Police that he used to receive cash payments from GS at the Gare du Nord in Paris:

Question: The investigation has shown that you and SARGSYAN Grigor have met in person on a regular basis.  
So, you meet SARGSYAN Grigor at the gare de Nord in PARIS on 27/08/2017.  
So, you meet SARGSYAN Grigor on 24/09/2017.  
So, you arrange with SARGSYAN Grigor that he can come at the gare d'Austerlitz near Mc Donald's on 16/10/2017 at 08:10 pm where your brother will be present.  
Do you remember these meetings or rendezvous?  
So, you meet SARGSYAN Grigor on 28/01/2018 on quay 9 at the train station.  
What did you talk about? Did you receive money from SARGSYAN Grigor?  
Answer: I have seen him several times at the 'gare du nord' and never at the 'gare d'Austerlitz. I saw him to have a drink or to eat something at Mc Donald's and for him to give me his new phone no. or to give me a SIM card that he wished me to use to talk to him.

- Conversations between the Player and other tennis players confirm the payment method applied by GS:

[on 21 May 2017:]

AM: 'And tonight micky we have to see each other 🤔🤔' (05:37:04)  
ML: 'It's good I haven't forgotten motherfucker' (05:37:17)  
ML: 'You think I'm going to miss the rhune too' (05:37:29)  
AM: 'Wow' (05:37:31)  
ML: '🏠🏠🏠🏠🏠🏠' (05:37:42) (This are Euro bank note emojis)  
AM: 'Is [REDACTED] awake?' (05:37:47)  
ML: 'Bagat Maestro' (05:37:57)  
ML: 'I get up I have a cracked screen' (05:39:12)  
AM: 'But hey you can buy 8 tonight' (05:39:36)

[On 22 May 2027:]

ML: *are waiting for the maestral envelope* (20:29:35) (One of GS alias is 'Maestro')  
TJ: *'the envelope I would use it to buy a car'* (20:30:32)  
TJ: *'Finished doing 2 hours of metro per day'* (20:30:44)

- The data extracted from GS phone also confirm the payment methods, in particular that certain tennis players received their payments in cash by meeting with GS at the Gare du Nord in Paris:

Notes (76)		Summary	Source	Created Date
#	Title		Notes	
1	MoneyGram 1	MoneyGram 1	Notes	31/05/2018 10:28:43(UTC+0)
2	Nouvelle note		Notes	28/05/2018 19:34:50(UTC+0)
3	Nouvelle note		Notes	25/05/2018 3:43:51(UTC+0)
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6	Nouvelle note		Notes	16/05/2018 15:11:53(UTC+0)
7	Nouvelle note		Notes	15/05/2018 13:08:35(UTC+0)
8	Librairie: 0.5		Notes	9/05/2018 17:12:58(UTC+0)
9	Vzg : 5620		Notes	5/05/2018 16:55:17(UTC+0)
		+ 250 pending		
10	Nouvelle note		Notes	4/05/2018 16:17:21(UTC+0)
			Notes	2/05/2018 16:22:19(UTC+0)
			Notes	30/04/2018 10:01:58(UTC+0)
			Notes	22/04/2018 17:35:08(UTC+0)
			Notes	20/04/2018 11:46:30(UTC+0)
			Notes	17/04/2018 15:55:44(UTC+0)
			Notes	15/04/2018 12:37:52(UTC+0)
15	Thiv : 0.0	Gare du N :		
16	Gare du N :	18:30 : [REDACTED]		
		19:10 : leny > 8.3		
		19:30 : [REDACTED]		
17	[REDACTED] 1.0	Naydush : 1.0	Notes	12/04/2018 15:59:51(UTC+0)
18	[REDACTED]	Fett : 0.0	Notes	5/04/2018 12:58:04(UTC+0)



- Finally, in a conversation between GS and another tennis player, GS asked the other tennis player to meet at the Gare du Nord in Paris:

25/05/2018	15:52:49		ZOU.FR	Hello. Je suis a paris. Si ça t arrange de passer tiens moi au courant. ++	I
25/05/2018	15:55:13		RAGNAR	Yes , dmn soir je serai la	U
25/05/2018	15:55:27		RAGNAR	Ça t'arrange toi ?	U
25/05/2018	15:58:52		ZOU.FR	Moi. Pareil c plus pr toi . Mais si tu as prévu de passer je me démerderai pr te rejoindre 1h	I
25/05/2018	16:08:23		RAGNAR	Je te dirai dmn soir	U
25/05/2018	16:08:49		RAGNAR	Est ce que tu pourras venir a la gare du nord vers 20:30 - 21:00 ?	U
25/05/2018	16:26:01		ZOU.FR	Si tu peux avant ça m arrange.. Mais tiens moi au courant me débrouillerai	I

- ✓ GS was using different phones and was regularly changing SIM card. In order to communicate with tennis players, GS regularly provided them with new SIM cards, which allowed him and the players concerned to exchange via different phone numbers than the ones registered with the ITIA and disclosed to the police investigators in France and Belgium. This is corroborated by the fact that, at the time of his arrest, GS was using at least four different phone numbers. Furthermore, this is confirmed by different tennis players, in particular Mr Jules Okala, Mr Omar Salman and Mr Yannick Jankovits. They all stated that they received new SIM cards from GS over time, which they used to communicate with him. They also stated that GS regularly updated them on his new phone numbers. Furthermore, several tennis players confirmed to the French Police that GS communicated with them through Telegram, an app that encrypts most conversations and automatically deletes communication after a certain period of time. The above findings are evidenced – *inter alia* – by the following:

- Mick Lescure confirmed to the French Police that he was mostly using Telegram to communicate with GS:

Question: It appears from the investigation that you maintain contacts through TELEGRAM with SARGSYAN Grigor. You are sending several times to one another the messages with the text "TELE", this is a reference to the application TELEGRAM with which you probably continue your communication. What were you communicating about?

Answer: I confirm that "TELE" refers to "TELEGRAM". We talked about everything and nothing and especially about his proposals for match fixing. When he talked to me, I answered TELEGRAM or WHATSAPP.

- Thomas Brechemier also confirmed during his interrogatory by the French Police that he was using Telegram to communicate with GS:

Question: Do you have a VIBER / WhatsApp / Telegram account? An Onoff account?  
If so, what is your nickname and which number are they linked with?  
Answer: I did have WhatsApp and Viber for my personal contacts and I used Telegram to talk to Maestro. All contact with him was exclusively via Telegram.

- François-Arthur Vibert equally confirmed that he used to contact GS through different SIM cards which he received over time from GS' intermediaries:

I have never seen MAESTRO in person, I never met him, I never made deals with him directly.

The two intermediaries of Maestro gave me a SIM card that I used with a second phone of which I do not remember the number and I have thrown it away since then.

- Also Yannick Jankovits confirmed that he was using Telegram and different SIM cards to communicate with GS:

-- In the beginning, we communicated with WhatsApp. Later he asked me to download the application Telegram. He gave me a SIM card with a foreign number, with which we could make arrangements to manipulate matches.

- Jules Okala also confirmed the above:

This is all I have to tell you.  
I also told your colleagues that I never met him in PARIS, but I did meet him 3 to 4 times to have a drink together. He gave me a new phone number just in case I would, one day, be interested in match fixing. I have nothing else to tell you now.

[...]

**Question:** The investigation has shown that in the period from 17/06/2017 up to and including 16/05/2018 at least 247 telephone conversations and/or WhatsApp communications occurred between your mobile phone [REDACTED] and the numbers [REDACTED] and [REDACTED] of **SARGSYAN** Grigor.

Why did you have these contacts with **SARGSYAN** Grigor?  
What did you talk about?

**Answer:** He mostly send me messages to talk to him on TELEGRAM or ask me any news.  
He asked me to talk on TELEGRAM because he found this was more secure.  
Because, generally TELEGRAM discussions were about match fixing. I would like to point out that he always made subtle proposals without giving me an order to do something to receive such and such, but sometimes he told an amount.

**Question:** What do you mean by "subtle"?

**Answer:** sentences such as "still not interested?" "You can cash well today." And sometimes with amounts.  
You tell me that it is not subtle, but it is clear what I want to say, that is that he was asking me to do such thing for such compensation.

**Question:** Why did you do this hidden by TELEGRAM?

**Answer:** Because he asked me to, if not when he called me

- Omar Salman also confirmed to the Belgian Police that he was using different SIM cards to communicate with GS:

**Question: What do you mean by this message? About which SIM-card/mobile phone are you talking here?**

**Answer:** I do not recall this message. It is a long time ago. It is possible that I asked for the internet on my second phone.

I must reply to your extensive question that I have already received several SIM-cards from MAESTRO; I do not remember how many SIM-cards I received from MAESTRO.

- Finally, the Panel notes that when, on 21 May 2018 on Telegram, "Muse.fr" – who the Panel has already found to be the Player (see supra no. 161) – informed GS that he had been interviewed by the TIU, he told GS that "*I gave them my tel. Perso*" meaning that he had given the TIU access to his personal phone and that "*I had nothing*" meaning that his disclosed telephone number had no data linked to GS. This was confirmed by GS: "*it was clean no*", "*very good*" and "*our system is perfect*". Thereby, GS confirmed that GS was using different undisclosed phones to communicate with the tennis players involved in his criminal network and that he preferred to communicate via Telegram:

21/05/2018	13:33:52		MUSE.FR	I was interviewed by TIU	
21/05/2018	13:23:56		MUSE.FR	Last week	
21/05/2018	13:24:00		MUSE.FR	3 matches	
21/05/2018	13:24:32		RAGNAR	Yes	O
21/05/2018	13:24:38		RAGNAR	JJ has told me	O
21/05/2018	13:24:47		RAGNAR	It is the time	O
21/05/2018	13:24:55		MUSE.FR	I gave them my tel	
21/05/2018	13:24:57		MUSE.FR	Perso	
21/05/2018	13:25:01		RAGNAR	They interview everybody	O
21/05/2018	13:25:03		RAGNAR	Yes	O
21/05/2018	13:25:04		RAGNAR	Very good	O
21/05/2018	13:25:08		MUSE.FR	I had nothing	I
21/05/2018	13:25:12		RAGNAR	It was clean, no	O
21/05/2018	13:25:16		RAGNAR	Very good	O
21/05/2018	13:25:25		RAGNAR	Our system is perfect	O
21/05/2018	13:25:31		MUSE.FR	Yes	I

- ✓ In case a scheduled match-fixing did not work out as planned, GS used to request the tennis players he was working with to fix another match for free as a way of compensation for the loss on the previous unsuccessful match-fixing. This follows from an interrogatory of Yannick Thivant on 15 January 2019 by the French Police, in which he stated as follows:

-At one moment I gave in and agreed to fix matches I had to play—  
 -I had to lose in two sets but when I got on the tennis court, I could not get my head around the idea of losing the game and I played as usual—  
 -I lost the match in three sets instead of two sets, as planned—  
 -Shortly afterwards I received a text message from him in which he asked me [Initials + stamp]  
 for an explanation as to why I had not honoured the arrangement—  
 -I apologised and wanted to explain—  
 -As he kept insisting, I became annoyed and told him not to fly off the handle like that—  
 -At that time he told me, by text the whole time: "DON'T MAKE ME COME OVER THERE TO EXPLAIN TO YOU HOW IT IS DONE"  
 -I admit that I got a little scared and I asked him what I could do to make matters right—

-He then told me that he wanted to fix another one of my matches but that I would not receive any money, and this by way of compensation for his loss on the first match during which I had not honoured the arrangement—  
 -I agreed and in February or March 2017 I participated in an [REDACTED] match playing doubles with [REDACTED] which I lost, so MAESTRO would leave me alone. I want to stress that we lost the match.  
 -Subsequently MAESTRO contacted me again telling me we were even.—

## 2. The Player's involvement in the activities of GS' criminal network

164. From the evidence assessed in the previous sections, the Panel is of the view that the Player's involvement in GS' criminal network was intense: the Player not only fixed

matches, but also acted as go-between / middleman for other tennis player, inciting them to fix matches. This finding is backed by the conversation held on 21 May 2018 between “Muse.fr” (i.e. the Player) and GS, in which the Player asked GS if the latter would make an offer for another tennis player, [...], who would be playing shortly thereafter:

05/2018	13:20:25		MUSE.FR	
05/2018	13:20:27		MUSE.FR	Asks me
05/2018	13:20:31		MUSE.FR	Plays in 45 mins.
05/2018	13:20:32		MUSE.FR	Spain
05/2018	13:20:36		MUSE.FR	Do you have anything?
05/2018	13:20:39		RAGNAR	I will look
05/2018	13:22:56		MUSE.FR	Ok thx
05/2018	13:23:14		RAGNAR	Save the number
05/2018	13:23:23		MUSE.FR	Is done
05/2018	13:23:43		MUSE.FR	Tell me when you know if there is something on
05/2018	13:33:52		MUSE.FR	I was interviewed by TIU
05/2018	13:23:56		MUSE.FR	Last week
05/2018	13:24:00		MUSE.FR	3 matches
05/2018	13:24:32		RAGNAR	Yes
05/2018	13:24:38		RAGNAR	JJ has told me
05/2018	13:24:47		RAGNAR	It is the time
05/2018	13:24:55		MUSE.FR	I gave them my tel
05/2018	13:24:57		MUSE.FR	Perso
05/2018	13:25:01		RAGNAR	They interview everybody
05/2018	13:25:03		RAGNAR	Yes
05/2018	13:25:04		RAGNAR	Very good
05/2018	13:25:08		MUSE.FR	I had nothing
05/2018	13:25:12		RAGNAR	It was clean, no
05/2018	13:25:16		RAGNAR	Very good
05/2018	13:25:25		RAGNAR	Our system is perfect
05/2018	13:25:31		MUSE.FR	Yes
05/2018	13:25:39		RAGNAR	Mmm today
05/2018	13:25:53		RAGNAR	Not brilliant that [REDACTED] match
05/2018	13:25:59		MUSE.FR	Shit
05/2018	13:26:14		MUSE.FR	So I tell him I have nothing?
05/2018	13:26:30		RAGNAR	Yes, nothing today

165. The Panel further notes that the Player knew very well how GS’ corruption system was operating and that he was confident in the system. The conversation cited above in particular demonstrates that the Player knew about the secret communication method within GS’ network. It also follows from the conversation that the Player was feeling safe despite the fact that he had been interviewed by the TIU. Otherwise, he would not have asked GS for an offer for [...]. He seemed completely unimpressed that the TIU was at his heels.
166. The Panel further notes that the Player direct access to GS, exchanging messages with him on a rather friendly tone which demonstrates that they had a friendly, stable and trusting relationship.
167. From the evidence on file, it appears that the Player and GS did not only have contacts occasionally. Instead, the notes extracted from GS’ phone show that they had regular meetings / exchange of messages, most likely linked to cash payments from GS to the Player:



Notes (76)					
	Body	Summary	Source	Created-Time	
1	MoneyGram 1	MoneyGram 1	Notes	31/05/2018 10:28:43(UTC+0)	
2	Nouvelle note		Notes	28/05/2018 19:34:50(UTC+0)	
3	Nouvelle note		Notes	25/05/2018 3:43:51(UTC+0)	
4	Nouvelle note		Notes	17/05/2018 7:33:34(UTC+0)	
5	Nouvelle note		Notes	17/05/2018 7:33:29(UTC+0)	
6	Nouvelle note		Notes	16/05/2018 15:11:53(UTC+0)	
7	Nouvelle note		Notes	15/05/2018 13:08:35(UTC+0)	
8	Librairie: 0.5	+ 250 pending	Notes	9/05/2018 17:12:55(UTC+0)	
9	Vzg : 5620		Notes	5/05/2018 18:55:17(UTC+0)	
	+ 250 pending		Notes	4/05/2018 16:17:21(UTC+0)	
			Notes	2/05/2018 16:22:19(UTC+0)	
			Notes	30/04/2018 10:01:58(UTC+0)	
			Notes	22/04/2018 17:35:08(UTC+0)	
			Notes	22/04/2018 11:46:30(UTC+0)	
			Notes	17/04/2018 15:55:44(UTC+0)	
			Notes	15/04/2018 12:37:52(UTC+0)	
		18:30 : Mo do JJ > 3.7			
			Notes	12/04/2018 15:59:51(UTC+0)	
			Notes	5/04/2018 12:55:04(UTC+0)	
24	Muse : 0.0	Muse : 0.0	Notes	16/02/2018 16:18:31(UTC+0)	
		Omar : 0.0	Notes	15/02/2018 17:42:12(UTC+0)	
27	12:30 > Muse	12:30 > Muse	Notes	30/01/2018 19:19:00(UTC+0)	
		12:45 >	Notes	27/01/2018 15:27:13(UTC+0)	
		13:30 > miij			
28	? > brechemier xare teri chi unenanlu , et koefe helnuma cheki mechts...			24/01/2018 14:42:04(UTC+0)	
		Total win : 430			
		++ >			
		250 > 440 = 190			
		250 > 440 = 190			
		250 > 440 = 190			
		250 > 440 = 190			
		50 > 90 = 40			
		100 > 170 = 70			
		500 > 870 = 370			
		200 > 350 = 150			
		500 > 1310 = 810			
		500 > 1310 = 810			
		500 > 1310 = 810			
		150 > 390 = 240			
		150 > 390 = 240			
		300 > 780 = 480			
		300 > 780 = 480			
		500 > 1310 = 810			
		Total win : 6050			
		- >			
		100			
		200			
29	Muse : 7.0	Muse : 7.0	Notes	17/01/2018 20:33:05(UTC+0)	

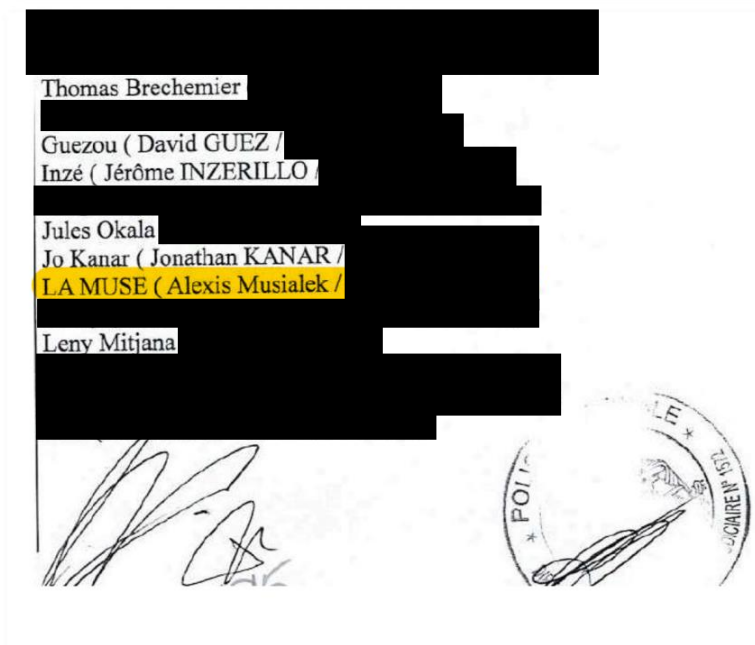
168. The Panel further notes that several other tennis players, like Mick Lescure and Jérôme Inzerillo, have confirmed to the French Police that the Player was part of GS’ criminal network. This is another element showing that there was regular contact between GS’ criminal network and the Player. In his interrogation, Jérôme Inzerillo confirmed as follows:

**Q: Do you know Gabriel PETIT, F.A. VIBERT, Clément, Reix and Muse?**  
**A: Yes, I know all of them, we play tennis together since the age of ten, so we all know one another.**  
**They are acquaintances in the world of tennis but as you know the world of tennis is big and we have very few friends because tennis is an individual sport.**  
**I know several people named Clément, at least four tennis players.**  
**And I know the player REIX Clément.**  
**I know Muse, his real name is MUSIALEK Alexis.**

169. Similarly, Mick Lescure stated in front of the French Police:

**QUESTION:** Can you tell us Who are the tennis players that have, in your opinion, collaborated with SARGSYAN Grigor and" Maestro"?

**ANSWER:** "Yes, by reputation, I have heard that the following players have collaborated and did match fixing with Maestro:



170. Based on the above evidence, the Panel is satisfied that the Player was deeply involved in GS' criminal network, since he

- had a friendly, stable and trusting relationship with GS,
- had regular and close contacts with GS,
- had confidence in the system put in place by GS,
- was known by other tennis player to form part of GS' match-fixing system and
- since he was entrusted by GS to act as a go-between to relay offers to other tennis players.

#### **D. The Alleged Offences of the TACP**

171. The Panel will now analyse and assess the evidence on record with respect to the Player's role in each of the alleged fixed matches. Before doing so, the Panel has the following preliminary observations.

##### **1. Preliminary Remarks**

###### ***a. Fixing doubles***

172. One of the recurring questions the Panel has been dealing with in these proceedings is whether a doubles match requires both players of the same team to be involved in match-fixing.

173. The Panel is aware of the statement of François-Arthur Vibert, a professional tennis player who admitted to match-fixing. Therein, he stated vis-à-vis the French Police as follows:

When I falsified doubles, I always did this alone, I never told my teammate.

174. The Panel, however, also notes that various conversations between GS and other tennis players seem to indicate exactly the contrary:

- In a conversation between GS and Jérôme Inzerillo with respect to a possible fix of a doubles match involving the Player and François-Arthur Vibert, the latter informed GS that “*they don’t want*”, indicating that both doubles’ player of the team had been contacted for a possible fix:

<p>-----            Van: From: [REDACTED] JJ.fr            Tijdstempel: 18/05/2018 7:02:18(UTC+0)            Bronapp: Telegram            Inhoud:            Ca va ?            -----            Van: To: [REDACTED] RAGNAR            Tijdstempel: 18/05/2018 8:03:14(UTC+0)            Bronapp: Telegram            Inhoud:            Bien            -----            Van: To: [REDACTED] RAGNAR            Tijdstempel: 18/05/2018 8:03:16(UTC+0)            Bronapp: Telegram            Inhoud:            Et toi ?            -----            Van: To: [REDACTED] RAGNAR            Tijdstempel: 18/05/2018 8:35:49(UTC+0)            Bronapp: Telegram            Inhoud:            Muse / vib double            -----            Van: To: [REDACTED] RAGNAR            Tijdstempel: 18/05/2018 8:39:29(UTC+0)            Bronapp: Telegram            Inhoud:            2-0 &gt; 1000 + 500</p>	<p>[REDACTED] set : [REDACTED] 1000 + 500            -----            Van: To: [REDACTED] RAGNAR            Tijdstempel: 18/05/2018 9:36:25(UTC+0)            Bronapp: Telegram            Inhoud:            Allo ?            -----            Van: From: [REDACTED] JJ.fr            Tijdstempel: 18/05/2018 10:54:23(UTC+0)            Bronapp: Telegram            Inhoud:            Non            -----            Van: From: [REDACTED] JJ.fr            Tijdstempel: 18/05/2018 10:54:34(UTC+0)            Bronapp: Telegram            Inhoud:            Ils veulent pas            -----            Van: To: [REDACTED] RAGNAR            Tijdstempel: 18/05/2018 11:13:13(UTC+0)            Bronapp: Telegram            Inhoud:            D'acc            -----            Van: From: [REDACTED] JJ.fr            Tijdstempel: 18/05/2018 11:39:56(UTC+0)            Bronapp: Telegram            Inhoud:            Tu viens quand ?            -----</p>
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- In a conversation between GS and another tennis player known under the nickname “[...]”, the latter offered GS to fix a doubles match of the same day with the words “*Tell me what we can do ☺*”, again indicating that both tennis players of the team were involved in the proposed fix:



Datum	Tijd	Gesprekspartner	Info over de gesprekspartner	Inhoud	
05/06/2018	02:37:25			Hey	I
05/06/2018	02:37:31			Anything for doubles today?	I
05/06/2018	02:37:41		RAGNAR	Hi	U
05/06/2018	02:37:48		RAGNAR	We talk tomorrow	U
05/06/2018	02:38:04			I play in 4 h	I
05/06/2018	02:38:08			👋	I
05/06/2018	06:23:07		RAGNAR	Here ?	U
05/06/2018	06:23:15			Yep	I
05/06/2018	06:23:28		RAGNAR	10 min	U
05/06/2018	06:23:31			Ok	I
05/06/2018	06:23:35		RAGNAR	Break or match ?	U
05/06/2018	06:23:38			Tell me what we can do :)	I
05/06/2018	06:23:39			Break	I

- In a conversation between GS and Yannick Thivant, GS is discussing a possible fix of a doubles match where Gabriel Petit is partnering with Romain Bauvy. In this conversation GS asks Yannick Thivant to act as a go-between and to tell both players of the team to play well in the beginning of the match. This only makes sense if both players are involved in the fix:

31/05/2018	12:52:53		RAGNAR	Stp demande leur de bien jouer au debut	U
31/05/2018	12:52:57		THIV.FR	Oui	I
31/05/2018	12:52:58		RAGNAR	Du 1e ser	U
31/05/2018	12:53:08		RAGNAR	Meme breaker si possible	U
31/05/2018	12:53:15		THIV.FR	Je vais dire	I
31/05/2018	12:53:17		RAGNAR	Ok	U
31/05/2018	12:53:19		THIV.FR	C est confirme ?	I
31/05/2018	12:53:20		RAGNAR	Confirmer	U
31/05/2018	12:53:21		RAGNAR	Oui	U
31/05/2018	12:53:23		THIV.FR	Ok	I
31/05/2018	13:06:26		RAGNAR	Ah padon	U
31/05/2018	13:06:30		THIV.FR	Je sais pas qui c est	I
31/05/2018	13:06:43		RAGNAR	Pas pour toi	U
31/05/2018	13:06:53		RAGNAR	Tu leur as dis de ne dire à personne ?	U
31/05/2018	13:07:04		THIV.FR	OUI t inquiète	I
31/05/2018	13:07:04		RAGNAR	Petit fait seul ?	U
31/05/2018	13:07:12		THIV.FR	Non Avec bauvy	I
31/05/2018	13:07:17		RAGNAR	Ok	U
31/05/2018	13:12:55		RAGNAR	Je repète	U
31/05/2018	13:13:09		RAGNAR	Dis leur de la fermer !	U
31/05/2018	13:13:19		THIV.FR	Pk il parle ?	I
31/05/2018	13:13:23		RAGNAR	Oui	U
31/05/2018	13:13:31		RAGNAR	Bauvy parle	U
31/05/2018	13:13:51		THIV.FR	Ok je repète	I
				Outgoing Call	

- Similarly, in a conversation between GS and “Alberto.mx” about a possible fix of a doubles match, in which the players Rodriguez and Mendoza were partnering, GS clearly refers to both players acting together for the purposes of the fix:

			Rodriguez / Mendoza		
				> 1000 + 500	
				2200 + 500	
				2000 + 500	
				1500 + 500	
				set : score ( he can chose or	
				> 2500 + 500	
21/05/2018	16:46:10		RAGNAR	Match 2000 + 500	U
21/05/2018	16:46:22		RAGNAR	One of this option	U
21/05/2018	16:46:27		ALBERTO.MX	Oki	I
21/05/2018	16:46:58		RAGNAR	But if they choose or only set . Pls playing good the	U
21/05/2018	16:54:42		ALBERTO.MX	Confirmed and lose match	I

23/05/2018	00:28:55		RAGNAR	Double I can do	U
23/05/2018	00:29:14		RAGNAR	What they want ?	U
23/05/2018	00:30:29		ALBERTO.MX	Talking to them	I
23/05/2018	00:32:00		ALBERTO.MX	What is available amigo?	I
23/05/2018	00:32:13		ALBERTO.MX	Can do set + break, match + break	I
23/05/2018	00:32:16		ALBERTO.MX	Breaks	I
23/05/2018	00:32:19		RAGNAR	Yes	U
23/05/2018	00:32:33		RAGNAR	break each sets > 2000 + 500	U
23/05/2018	00:33:09		RAGNAR	set + break > 1500 + 500	U
23/05/2018	00:35:30		ALBERTO.MX	Confirmed.	I
23/05/2018	00:35:46		RAGNAR	Oki	U
23/05/2018	00:35:49		RAGNAR	Confirmed	U
23/05/2018	00:35:57		RAGNAR	Pls repeat them	U
23/05/2018	00:36:03		RAGNAR	Info only here	U
23/05/2018	00:41:40		RAGNAR	Ok ?	U
23/05/2018	00:56:09		ALBERTO.MX	Yes amigo	I
23/05/2018	00:56:31		RAGNAR	Oki	U
23/05/2018	01:40:13		ALBERTO.MX	Rosas/Resendiz done amigo	I
23/05/2018	01:40:35		RAGNAR	Saldo : 1.5 + 2.0 = 3.5	U

- In a conversation between GS and a third party concerning a doubles match in which the Player was partnering with [...], GS made the offer to both players (“1500 [for] [...], 1500 for Muse”). Again, this indicates that both players were involved in the fix:
- Ms Sarah Hamlet confirmed in her oral testimony that having both players of the team involved in the fixing of a doubles match is a guarantee of achieving the bet for such match; similarly, having both players of the team involved in the fix allows to bet on more aspects of the match. In order to determine whether a single player of the team or both players of the team are involved, the type of bet is also relevant. If, for instance, the bet is on a team losing a set or a match, it is less practicable to achieve such outcome without the partner being involved. If the bet is on losing a single game or a serve, it might be possible - albeit more difficult - to do it without the partner’s cooperation.
- The Player at the hearing himself expressed the opinion that, although not impossible, it would be much more difficult to fix a match without the partner being involved, because if only one player is involved in the fix in doubles, it means that such player would need “to play against three other players of very good level”, which makes it very challenging to achieve the bet.

175. In the evidence submitted, the Panel has found also an example where only one partner of a doubles team was involved in the fix. In line with the testimony of Ms Sarah Hamlet this concerned a fix relating to a game in a set. Fixing a game requires that the person involved in the fix has to serve in order to control the game. However, if only one of the players is involved in such a fix, it is difficult to place the bet not knowing who of the two players in the team will be serving. These problems may be overcome by appropriate arrangements, however – as is evidenced by the following conversation – not involving the partner in the fix makes things considerably more complicated:

05/06/2018	06:25:00		RAGNAR	Set + break : 3000	U
05/06/2018	06:25:18			Buff so bad	I
05/06/2018	06:25:23			Last week 1k break	I
05/06/2018	06:25:27			In dubs	I
05/06/2018	06:25:29			Now 500 why	I
05/06/2018	06:25:54		RAGNAR	this is the offer today	U
05/06/2018	06:26:06			Ok which break	I
05/06/2018	06:26:11			Can it be early	I
				1st set : 3rd break Ou 2nd set : 1st .	
05/06/2018	06:27:07		RAGNAR	But I think better you play full and xin	U
05/06/2018	06:27:10		RAGNAR	Win *	U
05/06/2018	06:27:18		RAGNAR	And next we do	U
05/06/2018	06:27:31			Na is ok I ll do	I
05/06/2018	06:27:35			500 is something	I
05/06/2018	06:27:37			Better than nothin	I
05/06/2018	06:27:40			Today easy mach	I
05/06/2018	06:27:42			We win easy	I

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FEDERALE GERECHTELIJKE POLITIE OOST-VLAANDEREN  
 OUDENAARDE – 7316 Financiële Criminaliteit  
 Bergstraat 32 – 9700 Oudenaarde

Pvnr. 001633/2019  
 (T) 055/338.040  
 (F) 055/338.188

05/06/2018	06:27:48			So I can do	I
05/06/2018	06:27:48		RAGNAR	Ok ,	U
05/06/2018	06:27:56			1st in second set is ok?	I
05/06/2018	06:27:57		RAGNAR	1st : 3rd ?	U
05/06/2018	06:28:13			Better earlier in set	I
05/06/2018	06:28:16			Sonsecond set	I
05/06/2018	06:28:21			1st is ok for me	I
05/06/2018	06:28:25			I'll tell her to serve first	I
05/06/2018	06:28:36		RAGNAR	2nd : 2nd	U
05/06/2018	06:28:37			Cause 3rd game is like 3-3 or something	I
05/06/2018	06:28:43			No impossible	I
05/06/2018	06:28:51			I have to start serving today	I
05/06/2018	06:28:53			She said	I
				We talked already yesterday cause last match she serve so bad and she is like	I
05/06/2018	06:29:15				
05/06/2018	06:29:24			Can u serve this time	I
05/06/2018	06:29:47			So we have to do either 1st or 3rd game but 3rd for me is late	I

***b. Tight match***

176. Several of the matches allegedly fixed, which are at the center of the present proceedings, show a tight score. The Player has recurrently argued that the tight score of a specific match indicates that the match concerned was fought fiercely and genuinely, and thus that no fixing occurred. The Panel disagrees with the Appellant on this point. The evidence on record clearly shows that GS used to instruct the players involved in his criminal network to play at their best. This instruction is to be found repeatedly in conversations of GS with the players:

- Conversation between GS and Yannick Thivant in May and June 2018:

31/05/2018	17:13:22		THIV.FR	Qu il avait dit qu il faisait déjà	I
31/05/2018	17:13:32		THIV.FR	J attend Qu il lui parle en face	I
31/05/2018	17:27:23		RAGNAR	Bah , quand on demande on dit pas qu'il fait . On dit qu'on joue à fond .	U
31/05/2018	17:27:42		THIV.FR		I
31/05/2018	17:28:17		RAGNAR	Cmb de fois je dois le dire : Il faut qu'aux yeux de tous > ils jouent à fond	U
31/05/2018	17:29:45		THIV.FR	Mais le mec il bosse Avec toi...	I
31/05/2018	17:30:13		RAGNAR	Quelle importance ?	U
31/05/2018	17:30:54		RAGNAR	Je perds toute confiance	U
31/05/2018	17:31:58		THIV.FR	Bah tu pouvais lui dire non mais je comprend. Et bauvy l intermédiaire lui a bien sorti une offre qui venait de tou	I

01/06/2018	12:35:42		THIV.FR	Petit a gagné donc demain en demie tu peux faire	I
01/06/2018	12:36:11		THIV.FR	Offre	I
01/06/2018	12:36:32		RAGNAR	D'acc	U
01/06/2018	12:37:03		RAGNAR	Mais dis lui qu'il dise à tous qu'il joue a fond	U
01/06/2018	12:37:21		THIV.FR	Oui j ai confiance en lui	I
01/06/2018	12:37:24		RAGNAR	Ok -	U
01/06/2018	12:37:24		THIV.FR	C est bauvy	I
01/06/2018	12:37:28		THIV.FR	Qui fait de la merde	I
01/06/2018	12:37:45		RAGNAR	Mais il n'a pas match par equipe et co	U

02/06/2018	08:51:48		THIV.FR	Il prend Avec break au 3 eme jeux de service du set	I
02/06/2018	08:52:04		RAGNAR	Confirmé ?	U
02/06/2018	08:52:30		THIV.FR	1.5 + 0.5 + 0.5 + 0.1	I
02/06/2018	08:52:35		THIV.FR	Confirme	I
02/06/2018	08:52:38		RAGNAR	Ok	U
02/06/2018	08:52:53		RAGNAR	Tu lui as dis de bien jouer au debut du 1e set ?	U
02/06/2018	08:52:57		THIV.FR	Oui	I
02/06/2018	08:53:00		RAGNAR	Ok	U
02/06/2018	08:53:09		RAGNAR	Rappel lui discretion	U
02/06/2018	08:53:14		RAGNAR	Et c'est confirmé	U
02/06/2018	08:54:32		THIV.FR	Confirmé	I

- Conversation between GS and a tennis player known as "[...].fr":

Datum	Tijd	partner	partner	Inhoud	Richting
21/05/2018	14:37:30			Yo	I
21/05/2018	14:37:40			Si moi si qqch today	I
21/05/2018	14:52:33		RAGNAR	Je regarde ça	U
21/05/2018	16:33:20		RAGNAR	Pas terrible , parce que le terrain peut changer . Les bookies n'aiment pas trop ça	U
				Alors 1e set > 1500 2-0 > 2000	
21/05/2018	16:33:58		RAGNAR	Mais stp , il faut bien jouer au debut du 1e set	U
21/05/2018	16:34:07		RAGNAR	Pas lâcher direct	U
21/05/2018	16:34:20		RAGNAR	Mais si tu arrives à gagner celui ci	U
21/05/2018	16:34:39		RAGNAR	Le suivant l'offre sera meilleure à mon avis	U
21/05/2018	16:48:34			Y'a défaite tt court ?	I

- Conversation between GS and a tennis player known as “Alberto.mx”:

21/05/2018	16:28:54		ALBERTO.MX	Amigo, Rodriguez/Mendoza set score + lose match? Possible?	I
21/05/2018	16:29:55		RAGNAR	set : score ( he can chose 2500 + 500 or	U
21/05/2018	16:29:56		ALBERTO.MX	Or match	I
21/05/2018	16:30:01		RAGNAR	Yes	U
21/05/2018	16:30:26		RAGNAR	Match 2000 + 500	U
21/05/2018	16:30:52		RAGNAR	But pls trying to play good the set	U
21/05/2018	16:31:46		RAGNAR	And repeat 3times to mendoza , info only here	U

177. Based on the above evidence, the Panel finds that the fact that a score card shows that the match was tight is no indication that it has not been fixed.

*c. Retirement from a match*

178. The Panel was faced with the question, whether retiring from a match is an indication that such match was not fixed. The evidence on record indicates that whenever players involved in match-fixing did not manage to achieve the bet on the court, they were instructed by GS to retire from the match. This follows – inter alia – from the following extracts of a conversation between GS and other tennis players linked to his criminal network:

- Conversation between GS and Sebastian Rivera (also known as “sebas” or “sebas”) in 2017 concerning a doubles match involving the tennis player Diego Matos:

	4/11 2/0 Matos double lose 2-0 > 1000 Ok Confirmed  Wtf ? ??!!! Send me discussion with him ? Tell him to <a href="#">retire</a> I'm mad Me fuck I'm doing this since 3am And I need to go work now I will break his legs If he win And not retire Send me screenshot of discussion Yes man he knows Send me screenshot of conversation I'm very very mad sebas I wait you call And explaining Omg I'm max too He said that The others tank Retire:/ Pls send me discussion To show to my friend that all was fixed I'm so mad ok diego I'm so mad too he knows what he need to do This guy very very not good guy I hate it Call him and say that he have to give back 1000
--	---

- Conversation between GS and Sebastian Rivera (also known as “sebas” or “sebas”) in 2017 about a doubles match involving the tennis player Saez and Torre:

357	12/2017 [REDACTED] doubles : [REDACTED] vs SAEZ J / TORRE E.	Ecuador 3000 usd Whatsapp [REDACTED] Torre/Saez confirm brother [REDACTED] serve game break each set, If they have to <a href="#">retire</a> 1000
-----	---	---

- Conversation between GS and Sebastian Rivera (also known as “sebas” or “sebas”) in 2017 about a singles match involving the tennis player Diego Matos:

359	12/2017 [REDACTED]	abca3657-73ab-4e49-9ff0-eea8c94f712a.jpg Whatsapp [REDACTED] Sebas, matos single : - [REDACTED] set: [REDACTED] duty finished + 1500 + 500 [REDACTED] duty finish + 1000 + 500 [REDACTED] duty finished + 700 + 500 [REDACTED] set + [REDACTED] break > duty finish + 500 + 500 - [REDACTED] break each sets > duty finish + 1000 + 500 But tell him that he has to do to make money back And if he cannot do : he have to <a href="#">retire</a> Win if not retire : duty finish + 500 + 500 If he really want to win , ok. But next, we have to do something Don't press him too much : because if he scared : he will not answer anymore
-----	-----------------------	--

- Conversation between GS and Sebastian Rivera (also known as “sebas” or “sebas”) in 2018:



21/05/2018	09:35:49		sebastian rivera	Online ?	U
21/05/2018	09:36:38		sebastian rivera	Talking with her	I
21/05/2018	09:36:41		sebastian rivera	Ok	U
21/05/2018	09:37:02		sebastian rivera	Is possible to do it the second ?	I
21/05/2018	09:37:09		sebastian rivera	No sebas	U
21/05/2018	09:37:14		sebastian rivera	I prefer 1st sey	U
21/05/2018	09:38:03		sebastian rivera	Yes no problem . She is afraid if she can't kiss 6/0 what happen ?	I
21/05/2018	09:38:25		sebastian rivera	Retire before to finish the set	U
21/05/2018	09:38:33		sebastian rivera	Ok	I
21/05/2018	09:38:46		sebastian rivera	But opponents are good	U
21/05/2018	09:38:58		sebastian rivera	Luini / ferrero are professionals	U

- Conversation between GS and a tennis player known as “Alberto.mx”:

15/05/2018	19:39:56		RAGNAR	But	U
15/05/2018	19:40:03		RAGNAR	First set : he play full	U
15/05/2018	19:40:23		RAGNAR	Not make first set with other	U
15/05/2018	19:40:28		RAGNAR	And second with us	U
15/05/2018	19:41:53		RAGNAR	This is suspicious that he don't want to change info	U
15/05/2018	19:48:16		RAGNAR	I wait you	U
15/05/2018	20:01:38		RAGNAR	Any news ?	U
15/05/2018	20:07:43		ALBERTO.MX	Yes that's what I said very suspicious that dot want other score	I

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FEDERALE GERECHTELIJKE POLITIE OOST-VLAANDEREN  
 OUDENAARDE – 7316 Financiële Criminaliteit  
 Bergstraat 32 – 9700 Oudenaarde

Pvnr. 001633/2019  
 (T) 055/338.040  
 (F) 055/338.188

15/05/2018	20:08:09		RAGNAR	Ok	U
15/05/2018	20:08:14		RAGNAR	So cancel ?	U
15/05/2018	20:14:14		ALBERTO.MX	He will try to win he says amigo and do next round to prove we can trust. E asking if there's dos win or retire	I
15/05/2018	20:14:38		ALBERTO.MX	Offer for Try to win or retire*	I

21/05/2018	16:30:01		RAGNAR	Yes	U
21/05/2018	16:30:26		RAGNAR	Match 2-0 > 2000 + 500	U
21/05/2018	16:30:52		RAGNAR	But pls trying to play good the 1st set	U
21/05/2018	16:31:46		RAGNAR	And repeat 3times to mendoza , info only here	U
21/05/2018	16:37:57		ALBERTO.MX	Set & win or retire amigo?	I
21/05/2018	16:42:37		ALBERTO.MX	Or fixed score 6/1 + win or retire?	I
21/05/2018	16:44:43		RAGNAR	win of retire no	U
				Rodriguez / Mendoza	

22/05/2018	08:49:10		ALBERTO.MX	And matches possible for [REDACTED] - Mendoza single - [REDACTED] - El Mihdawy single (win if no retire) - Ruiz Rosales single - Rosas Azuru / Resendiz double	I
22/05/2018	08:49:42		RAGNAR	MONEYGRAM 2	O

23/05/2018	15:29:47		ALBERTO.MX	Ok. Break not possible then?	I
23/05/2018	15:30:23		RAGNAR	At the moment no	U
23/05/2018	15:30:34		RAGNAR	Resendiz single non?	U
23/05/2018	15:59:23		RAGNAR	Ok	U
				Resendiz single : [REDACTED] > 2000 + 500 [REDACTED] > 1500 + 500 [REDACTED] break each sets > 1000 + 500	
23/05/2018	16:00:26		RAGNAR	In [REDACTED] set : [REDACTED] break > 500 + 200	U
23/05/2018	16:01:48		RAGNAR	Ok	U
23/05/2018	16:02:06		RAGNAR	Ok	U
23/05/2018	16:02:14		RAGNAR	He can retire	U
23/05/2018	16:02:32		RAGNAR	Ok bri	U
23/05/2018	16:02:34		RAGNAR	Bro	U

- Conversation between GS and a tennis player known as “seto.fr”:

22/05/2018	09:53:08		RAGNAR	Ok	O
22/05/2018	09:53:11		RAGNAR	I wait	O
22/05/2018	10:07:03		SETO.FR	I can win or retire?	I
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22/05/2018	10:07:22		RAGNAR	No, not on this one	O
22/05/2018	10:16:39		SETO.FR	Fuck, i thought my side was good	
22/05/2018	12:51:50		SETO.FR	We do nothing	
22/05/2018	12:52:06		RAGNAR	Ok	O

## 2. The Matches

### a. Match 1 ([...] v. MUSIALEK/VIBERT) on [...] September 2016

179. Match 1 took place on [...] September 2016 at an [...] tournament in Belgium from [...]. Match 1 featured [...] and [...] playing doubles against the Player and Mr Vibert. [...] and [...] won the match [...].
180. The ITIA alleges that Match 1 was fixed and that the Player was involved in the fix, thereby breaching Sections D.1.d (contriving), D.1.b (facilitating a bet), D.1.f (soliciting or accepting money) and D.2.a.i (failure to report) of the 2016 TACP. The Player argues to that unusual betting patterns and betting alerts by themselves do not conclusively



prove match-fixing. In addition, the Player's partner, Mr Vibert, admitted engaging in match-fixing activities and stated to the French Police that he never informed his partners about agreed fixes; this statement was also relayed by another tennis player in a newspaper article.

***i. Is Match 1 suspicious?***

181. The Panel notes that, as was explained by Mr Swarbrick at the hearing, a betting alert was issued with respect to Match 1 because of the following two bets:

2 accounts details listed below :

Account 1	
Name:-	[REDACTED]
DOB:-	[REDACTED]
Bet Reference:-	O/8102529/0000001
Account open:-	09/09/2016
Time:-	13/09/2016 – 15:25
Stake:-	£400
Selection:-	[REDACTED]
Price:-	4
Return:-	£1,600
Account 2	
Name:-	[REDACTED]
DOB:-	[REDACTED]
Bet Reference:-	O/8081071/0000002
Account open:-	05/09/2016
Time:-	13/09/2022 - 15:23
Stake:-	\$725
Selection:-	[REDACTED]
Price:-	4
Return:-	\$2,900

182. Mr Marck Swarbrick, betting liaison officer with ITIA, explained that the above-mentioned bets showed the following multiple red flags:

- Both accounts opened shortly before the start of Match 1;
- Both accounts placed bets within two minutes of each other (i.e. at 15:23 and at 15:25);
- Both accounts were practically inactive in the days prior to Match 1;
- Both accounts were opened in Brazil;
- Both accounts placed the bets not in local currency but in pound/dollar, which is typical for “mule accounts”;
- Both bets were placed before the beginning of Match 1 and
- Both bets were placed on the significant underdogs i.e. [...] winning.

183. The Panel accepts that all of the above makes the bets – and consequently also the match – suspicious. In addition, the Panel notes that bets were successful since the pair [...] won the match.

***ii. Can the bets be attributed to GS criminal network and is the Player involved?***

184. The Panel notes that there is no evidence on the file linking the bets on Match 1 to GS' criminal network, except for the fact that Mr Vibert admitted to match-fixing in

cooperation with GS and that the Player is involved in GS' criminal network as was previously found by this Panel (see supra no. 170). As such, this is, in the Panel's view, insufficient to conclude with the required standard of proof that the bets were placed by GS' criminal network.

185. The Panel further carefully examined the conversation between Jérôme Inzerillo and GS, dated 10 March 2018, which states as follows:

<p>Van: To: [REDACTED] RAGNAR  Tijdstempel: 18/05/2018 8:35:49(UTC+0)  Bronapp: Telegram  Inhoud:  Muse / vib double</p> <p>-----</p> <p>Van: To: [REDACTED] RAGNAR  Tijdstempel: 18/05/2018 8:39:29(UTC+0)  Bronapp: Telegram  Inhoud:  [REDACTED] 1000 + 500</p> <p>[REDACTED] set : [REDACTED] 1500 + 500</p>	<p>[REDACTED] set : [REDACTED] 1000 + 500</p> <p>-----</p> <p>Van: To: [REDACTED] RAGNAR  Tijdstempel: 18/05/2018 9:36:25(UTC+0)  Bronapp: Telegram  Inhoud:  Allo ?</p> <p>-----</p> <p>Van: From: [REDACTED] JJ.fr  Tijdstempel: 18/05/2018 10:54:23(UTC+0)  Bronapp: Telegram  Inhoud:  Non</p> <p>-----</p> <p>Van: From: [REDACTED] JJ.fr  Tijdstempel: 18/05/2018 10:54:34(UTC+0)  Bronapp: Telegram  Inhoud:  Ils veulent pas</p> <p>-----</p> <p>Van: To: [REDACTED] RAGNAR  Tijdstempel: 18/05/2018 11:13:13(UTC+0)  Bronapp: Telegram  Inhoud:  D'acc</p> <p>-----</p>
--	--

186. In this conversation with GS, Mr Inzerillo stated that the Player and Mr Vibert, the Player's partner in Match 1, were offered to fix a doubles match which was to take place in May 2018 and confirmed that "ils veulent pas" thereby indicating that both the Player and Vibert were not interested in fixing that match in 2018. This conversation, however, took place more than one year after Match 1. The Panel is not prepared to draw the conclusion that since both players contemplated fixing a match in May 2018, they may also have agreed to fix a match in September 2016.
187. Furthermore, the Panel notes that scorecard for match 1 does not reveal any suspicious features in relation to the Player. According to the scorecard, it was Mr Vibert who lost the decisive game in the [...] and in the [...] by double fault.
- [...]

188. The Panel therefore finds that, in the context of Match 1, the evidence on record is insufficient to conclude to the required standard of proof that the bets were placed by GS's network and that the Player was involved in the fixing of Match 1. Consequently, the Panel finds that the Player did not breach Sections D.1.d (contriving), D.1.b (facilitating a bet), D.1.f (soliciting or accepting money) and D.2.a.i (failure to report) of the 2016 TACP in relation to Match 1.

***b. Match 2 ([...] v. [...]/MUSIALEK) on [...] October 2016***

189. Match 2 took place on [...] October 2016 at an [...] tournament in Italy from [...]. Match 2 featured Mr [...] and Mr [...] playing doubles against the Player and [...]. Mr [...] and Mr [...] lost the match in [...].
190. The ITIA contends that the Player breached Sections D.1.d (contriving), D.1.b (facilitating a bet), D.1.f (soliciting or accepting money) and D.2.a.i (failure to report) of the 2016 TACP. The Player in turn argues that the evidence on record is insufficient to conclude match-fixing, that the Player and his partner managed to win a closely contested set and the match overall, and that the Player's double faults are explained by the specific windy weather conditions at the time.

***i. Is Match 2 suspicious and are the bets attributed to GS' criminal network?***

191. The Panel notes that two screenshots of the website SOFASCOE were saved on the phone of GS with regard to Match 2. Thus, GS had an interest in this match. The Panel further observes that [...] alerted the ITIA to the following suspicious bets with regards to Match 2:

Name	[REDACTED]
User ID	[REDACTED]
DOB	[REDACTED]
City	[REDACTED]
Country	[REDACTED]
Email	[REDACTED]
Bet	[REDACTED] to win [REDACTED]
Stake	781.25 EURO @ 1.80
	416.67 EURO @ 2.50
Returns	1,406.25 + 1,041.68
Name	[REDACTED]
User ID	[REDACTED]
DOB	[REDACTED]
City	[REDACTED]
Country	[REDACTED]
Email	[REDACTED]

Bet	[REDACTED] to win [REDACTED]
Stake	781.25 EURO @ 1.80
	416.67 EURO @ 2.50
Returns	1,406.25 + 1,041.68

192. As explained by Mr Swarbrick, these bets raised several red flags:
- The bets were placed in set 1 on "[...] to win [...] game" with no other bets on the match;
  - The bets were placed by two different accounts, however both having the same bets on the game;
  - The bets were placed after the start of Match 2, hence at a point in time when it had become clear who (i.e. the Player) would play the [...] game of the [...];

- The email addresses linked to the betting accounts ([...]@abv.bg and [...]@abv.bg) have the same format (3 letters of first name, 3 letters of surname, year of birth) followed by @abv.bg;
- Both email addresses are mentioned in the official report of the Belgian Police as being linked to GS' criminal network;
- Evidence from the Belgian Investigation shows that [...], an account used by AM to make payments, sent money to the email addresses ([...]@abv.bg and [...]@abv.bg). The Criminal Court confirmed the criminal nature of these payments. Thus, the betting accounts can be linked to GS' criminal network.

193. The Player neither disputes the betting data nor the data related to the account holders or the bets that had been placed on Match 2. The Panel therefore finds that Match 2 was clearly suspicious and that the above-mentioned bets are linked to GS' criminal network.

***ii. Is there evidence that the Player was involved in the fix?***

194. The Panel recalls that the bets were placed at [...] whereas Match 2 started at [...]. It is thus clear that the bets were placed right after the commencement of Match 2, namely at a moment when it was clear that the Player would serve the [...] game of the [...].

195. The scorecard also appears suspicious. The Player committed [...] double faults in the specific game (i.e. the [...] game of the [...]). No other double faults were served throughout the other games of the match by the Player or by [...]:

[...]

196. The Player argued that his double faults in Match 2 were the result of windy conditions on that day. The Panel is not persuaded by this explanation. Had the wind really been a factor, he – or other players – would most likely have also committed double faults throughout the games of Match 2; however, looking at the scorecard, this is evidently not the case.

197. Finally, the fact that the Player and [...] eventually won Match 2 is not relevant since only one aspect of this match (i.e. game [...] in the [...]) was fixed.

198. Based on the above considerations, the Panel finds that the Player breached Sections D.1.d (contriving), D.1.b (facilitating a bet), D.1.f (soliciting or accepting money) and D.2.a.i (failure to report) of the 2016 TACP in relation to Match 2.

***c. Match 3 ([...] v. MUSIALEK/[...]) on [...] November 2016***

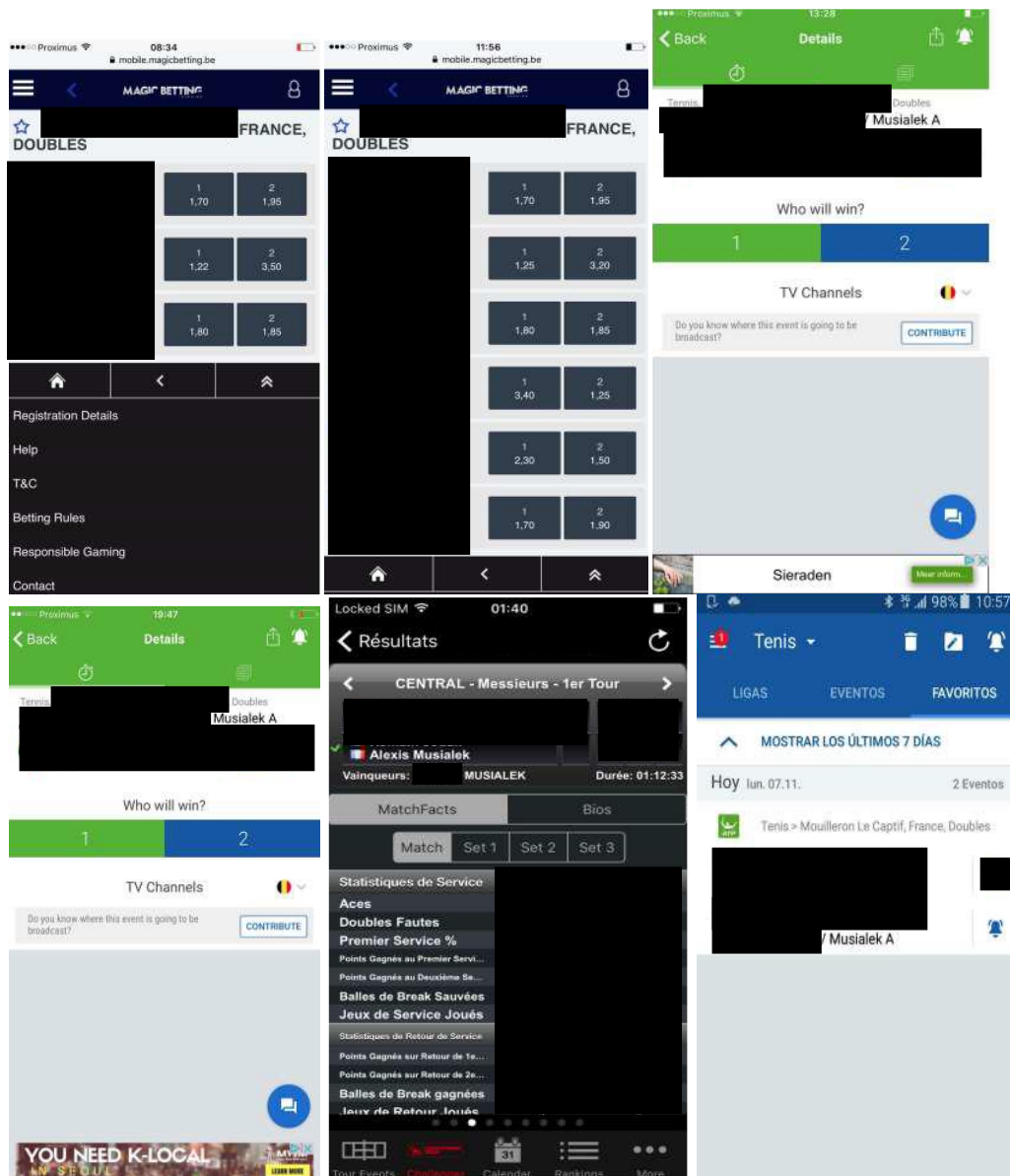
199. Match 3 took place on [...] November 2016 at an [...] in France from [...]. Match 3 featured [...] playing doubles against the Player and [...]. The Player and [...] won the match [...].

200. The ITIA contends that the Player breached Sections D.1.d (contriving), D.1.b (facilitating a bet), D.1.f (soliciting or accepting money) and D.2.a.i (failure to report) of the 2016 TACP. The Player in turn argued that the bets involving GS were not

successful and that the conversation cited by the ITIA does not point to the Player but rather confirms that [...] was involved in match-fixing with GS.

*i. Is Match 3 suspicious and is there evidence of bets attributed to GS' criminal network?*

201. The Panel notes that several screenshots of Match 3 were found on GS' phone, which indicates that GS was interested in Match 3:



202. In addition, the betting activity around Match 3 generated two betting alerts: the first one came from [...] on 8 November 2016 following a report of unusual betting by [...]. The Parties do not dispute the following betting data which was produced by the ITIA:

**Bettor 1 –** [REDACTED]

[REDACTED]

**Bet details**

[REDACTED] to win the match

Stakes: low level between £8-£19 each bet. £194.24 in total

Winnings: 0 (all losing bets)

**Bettor 2 –** [REDACTED]

[REDACTED]

**Bet details:**

[REDACTED]

3 x bets

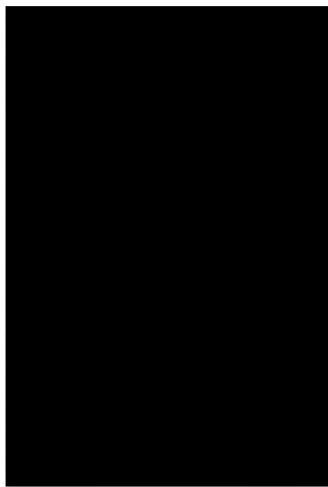
[REDACTED] to win [REDACTED] stake: £50

[REDACTED] to win the match in [REDACTED] sets, stake: £100

[REDACTED] to win the match, stake: £550

Winnings: 0 (all losing bets)

203. The above bets were for [...] to win Match 3. It is undisputed that all bets were placed for important amounts and were activated from self-service betting terminals in Belgium. In addition, there were unusual price movements on Betfair exchange during the opening set. As a result, [...] removed the match from their offerings.
204. The second betting alert was issued by [...] who reported two Armenian accounts that were betting on [...] to win Match 3 and to win Match 3 in [...].
205. It is undisputed that these two bets were placed by [...] with email address [...] and by [...] with email address [...]. It is also undisputed that [...] is linked to GS' criminal network as he is AM's [...] and his email address is linked to several Neteller and Skrill accounts which were used to make payments on behalf of GS' criminal network. The Parties furthermore do not dispute the fact that the surname [...] appears multiple times as the sender and receiver of money transfers and that these payments were considered as criminal by the Criminal Court.
206. The ITIA also produced a conversation between GS [person 2] and a third person [acting as middleman] that allegedly pertains to Match 3:



Translation:

Person 1:  
*"Sui with him"*

Person 2:  
[REDACTED] is ok  
*And if [REDACTED] wins the [REDACTED] you break the [REDACTED] game of the [REDACTED] set and you come back and you win. > 3500 to share"*

Person 1:  
*"Cps evil !  
JV talk to him about it too.  
Good muse?"*

Person 2:  
*"Then 500 is for you, 1500 [REDACTED] 1500 for Muse"*

207. This conversation, which was extracted from GS' phone, appears to contain an offer to fix matches, namely one match in which "[...]" and "Muse" are involved, which would be Match 3, and another match in which "[...]" (referring to the player Mr [...]), was playing. The latter match also appears on the screenshots found on GS' phone (see also supra no. 201):



208. In the Panel's view, the screenshots, the above conversation and the fact that bets were placed by accounts linked to GS' criminal network sufficiently establish that Match 3 is suspicious.

*ii. Is there evidence of the Player's involvement in the fixing of Match 3?*

209. Looking at the alleged involvement of the Player, the Panel notes that both the Player and [...] are known to be part of GS' criminal network. The Panel already established that the Player was involved in GS's criminal network (see supra no. 170). The same is true also with respect to [...]. Indeed, before the French Police on 15 January 2019, Mr Lescure stated as follows:

Question: To whom can you refer to in your immediate circle as professional tennis player? Who is your trainer, coach, therapist, with which tennis club are you affiliated? ...  
Answer: My best friend is [...] I know him since I was little and we both belong to the club of [...]. Other players are more acquaintances: Jules OKALA, David GUEZ, [...], Thomas BRECHEMIER, Yannick THIVANT, Yannick JANKOVITS, Jonathan KANAR, INZERILLO Jérôme..., and there are others. They have all cooperated with MAESTRO.

...

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 that they 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. I did this for MAESTRO and gave my friends the opportunity some money. I want to emphasize that this only occurred only occasionally. I have played this role of go-between from the first time he contacted me for match fixing. Sometimes players took the initiative with MAESTRO due to my intermediary. I want to reaffirm never have accepted money for this role as a go-between.

210. Similarly, [...] appears on the list of professional tennis players in contact with GS' criminal network, which was prepared by the Belgian Police based on the data extracted from GS' phones and other evidence in the framework of the Criminal Investigation:



98. [REDACTED]

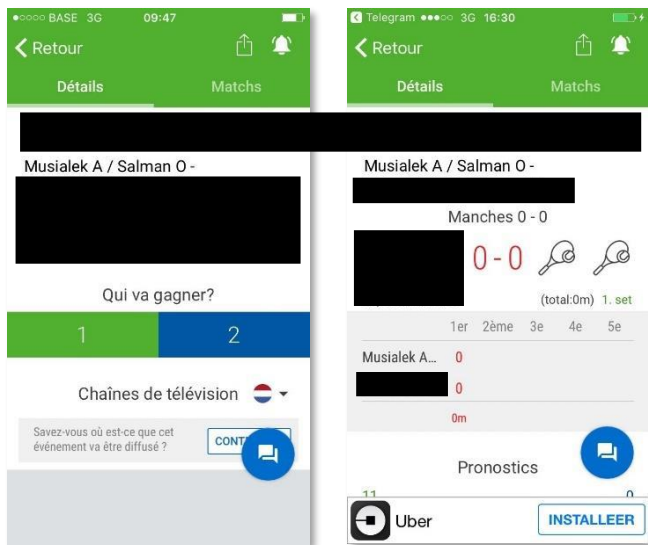
211. The Panel further notes that the conversation cited above which was found on GS' phone indicates that both partners, the Player and [...] were involved as they were apparently offered 1500 Euros each to fix that match: "Then 500 is for you [i.e. the middleman], 1500 [...], 1500 for Muse".
212. More importantly, the fact that the suspicious bets were effectively placed is an indicator that there was at least a contact between GS' criminal network, on the one hand, and the Player and [...] on the other hand. GS would never have placed the bets without contacting the players concerned first. The bet placed was on the outcome of Match 3 ["[...] to win"]. The Panel already stated that it is very difficult to successfully fix a doubles matches if not both players of a team are involved. This is all the more true if the bet is on the outcome of the match rather than on a specific aspect of that match (which could be under the control of one of the partners). The Panel therefore finds that the evidence on record shows that both players of the pair, i.e. the Player and [...], were in contact with GS with respect to the fixing of Match 3. The Panel therefore finds that the evidence on record sufficiently demonstrates that the Player breached Section D.2.a.i of the 2016 TACP since he failed to report the corrupt approach that was made to him by GS' criminal network to the TIU (former ITIA).
213. However, the Panel also notes that the bets were not successful, since, contrary to what had been betted on, the Player and [...] won the match [...]. Taking into account the scorecard of Match 3, the Panel is of the view that the evidence on record is insufficient to conclude that the Player contrived the outcome of Match 3 (Section D.1.d of the 2016 TACP), facilitated GS to bet on the outcome of Match 3 (Sections D.1.b of the TACP 2016) or that he accepted money with the intention of negatively influencing his best efforts in Match 3 (Section D.1.f of the 2016 TACP).

***d. Match 4 (MUSIALEK/SALMAN v. [...]) on [...] July 2017***

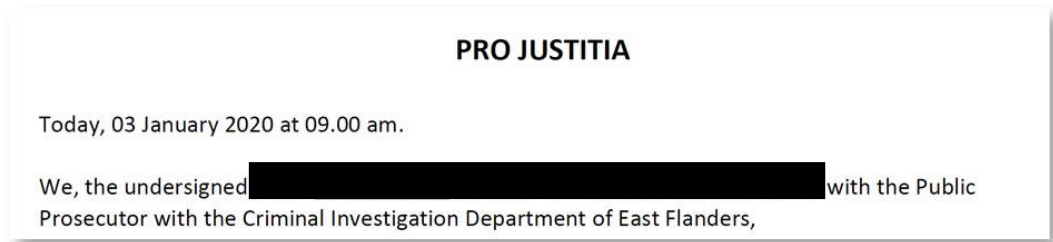
214. Match 4 took place on [...] July 2017 at an [...] tournament in Belgium from [...]. Match 4 featured the Player and Mr Salman playing doubles against [...] and [...]. [...] and [...] won the match [...].
215. The ITIA contends that the Player breached Sections D.1.d (contriving), D.1.b (facilitating a bet), D.1.f (soliciting or accepting money) and D.2.a.i (failure to report) of the 2017 TACP. The Player contends that Match 4 was not fixed.

***i. Is Match 4 suspicious and is there evidence of bets attributed to GS' criminal network?***

216. The Panel notes that several screenshots of Match 4 were found on GS' phone, which indicates GS' interest in Match 4:



217. The Panel further notes that the Belgian Police considered Match 4 to be suspicious because of GS's involvement:



216			W/F/N/Z
217			W/N/Z
218			V/Z
219			V/Z
220			A
221			F/W/Z
222			F/W/Z
223			F/W/Z
224			W/F/Z
225			F/W/Z
226			W/F/Z
227			W/F/Z
228			W/F/Z
229			W/F/Z
230			W/F/Z
231			W/F/Z
232			W/F/Z
233			W/F/Z
234			W/F/Z
235			W/F/Z
236			W/F/Z
237			W/F/Z
238	07/2017	doubles: MUSIALEK A/SALMAN O vs	W/F/Z
239			W/F/Z
240			W/F/Z
241			W/F/Z
242			W/F/Z

218. It is undisputed that Mr Salman, the Player's double partner n Match 4, is mentioned on the Belgian list of professional tennis players who were involved in the activities of GS' criminal network based on a series of parameters, and is currently banned:

20.				
21.				
22.	<b>SALMAN</b>	Omar	°22/04/1996	BELG
23.				

219. To conclude, therefore, the Panel finds that there are sufficient parameters to qualify Match 4 as suspicious.

*ii. Is there evidence of the Player's involvement in the fixing of Match 4?*

220. The Panel is aware of the conversation between GS and his accomplice, known as "[...]", which took place on the day of Match 4 on [...] July 2017, which states as follows:

07/2017	16:49:30			attachment 1: Filename: a77012d6-8796-4bcd-b4e5-bcd561a	WhatsApp
07/2017	16:50:47			Musalek is not available	WhatsApp
07/2017	16:51:25		Ok	OK	WhatsApp
attachment 1: Filansma: 6685781h dan6 attachment 1: Filansma: 6685781h dan6					

221. In this conversation, [...] informed GS that "Musalek is not available". It is clear for the Panel that "Musalek" undoubtedly refers to the Player. The fact that [...] misspelled the name of the Player or did not refer to him by his nickname is not relevant. Moreover, there is no other player to whom "Musalek" could refer to.

222. Ms Hamlet explained to the Panel that, considered in the context of the whole conversation between [...] and GS which is about betting on different matches, the wording used in the conversation indicates that the match featuring the Player is not available for betting purposes. The Player objected to this at the hearing and submitted that the words "Musalek is not available" could also mean that the Player is not interested in being involved in match-fixing and that therefore there is no point in contacting him.

223. The Panel is aware that the term "not available" is also used in other conversations of GS with certain middlemen. The evidence on file indicates that usually such term refers to a respective match not being available on betting platforms or that the odds of a specific match are not good enough:

15/09/2017	13:47:08		attachment 1: Filename: 8e2el53f-5efa-46c7-8e6f-a84b33bcC	attachment 1: Filename: 8e2el53f-5efa-46c7-8e6f-a84b33bcC	WhatsApp
15/09/2017	13:47:11		Live	Live	WhatsApp
15/09/2017	13:47:52		Ok	OK	WhatsApp
15/09/2017	13:50:53		Chka	Not available	WhatsApp
....					
15/09/2017	14:03:18		Hossam	For Hossam	WhatsApp
15/09/2017	14:04:58		Bayc esi chka a per	But this one is not available, bro	WhatsApp

224. The Panel further notes that in other instances, in which the Player did not want to participate in the fix, a different wording was used in the conversations between GS and

his middlemen. Thus, e.g., in a Telegram message between Mr Inzerillo and GS it is said that “*they do not want*”:

```

set : 1000 + 500
-----
Van: To: RAGNAR
Tijdstempel: 18/05/2018 9:36:25(UTC+0)
Bronapp: Telegram
Inhoud:
Allo ?
-----
Van: From: JJ.fr
Tijdstempel: 18/05/2018 10:54:23(UTC+0)
Bronapp: Telegram
Inhoud:
Non
-----
Van: From: JJ.fr
Tijdstempel: 18/05/2018 10:54:34(UTC+0)
Bronapp: Telegram
Inhoud:
Ils veulent pas
-----
Van: To: RAGNAR
Tijdstempel: 18/05/2018 11:13:13(UTC+0)
Bronapp: Telegram
Inhoud:
D'acc
-----
Van: From: JJ.fr
Tijdstempel: 18/05/2018 11:39:56(UTC+0)
Bronapp: Telegram
Inhoud:
Tu viens quand ?
-----

```

225. Furthermore, the fact that the message between GS and his accomplice relating to Match 4 was exchanged shortly after the beginning of the match shows that this was not about the Player not wanting to participate in the fix, because this would have been agreed before the match taking place. Instead, the better arguments speak in favor of this match not being available on the respective betting platforms. Considering that both the Player and Mr Salman were involved in the activities of GS’ criminal network, the Panel finds – applying the required standard of proof – that the wording “Musalek is not available” refers to the match not being available for betting purposes. This is also confirmed by the fact that no evidence of any bets could be found with respect to Match 4.
226. In the view of the Panel, all of the above is sufficient to conclude with the required standard of proof that the Player was, at some point in time before Match 4, in contact with GS’ criminal network. The Panel finds that the evidence on record sufficiently demonstrates that the Player facilitated GS to bet on the outcome of Match 4 and therefore breached Section D.1.b of the TACP 2017. In addition, the Player breached Section D.2.a.i of the 2017 TACP since he failed to report the corrupt approach that was made to him by GS’ criminal network to the TIU (former ITIA).
227. The Panel has also taken note of the scorecard for Match 4. According thereto, the Player and Mr Salman lost Match 4. The Player and his teammate made [...] double faults in total, of which [...] were by the Player. This, however, is not enough for the Panel to be

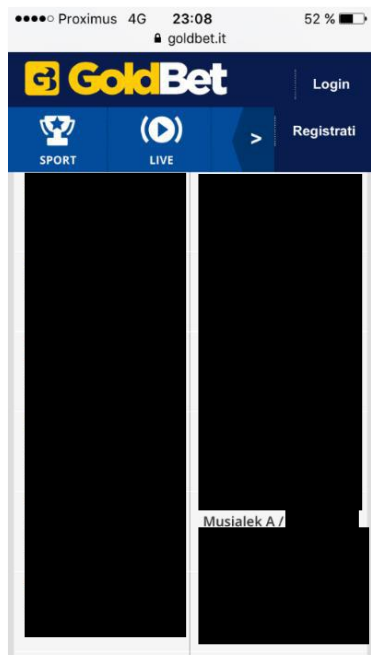
satisfied to the required standard of proof that the Player indeed fixed the outcome of Match 4. Thus, the Panel cannot conclude that the Player contrived the outcome of Match 4 (Section D.1.d of the 2017 TACP) or that he did accept money with the intention of negatively influencing his best efforts in Match 4 (Section D.1.f of the 2016 TACP).

***e. Match 5 (MUSIALEK/[...] v. [...]) on [...] January 2018***

228. Match 5 took place on [...] January 2018 at an [...] tournament in Spain from [...]. Match 5 featured the Player and [...] playing doubles against [...] and [...]. The Player and [...] abandoned the match.
229. The ITIA contends that the Player breached Sections D.1.d (contriving), D.1.b (facilitating a bet), D.1.f (soliciting or accepting money) and D.2.a.i (failure to report) of the 2018 TACP. The Player in turn contends that there is no link between the Player and GS' criminal network with respect to Match 5 and that since the bets were placed on [...] to win Match 5, there was no incentive for the Player and his partner to abandon the match at a moment when the score was [...] in favour of the opponents.

***i. Is Match 5 suspicious and is there evidence of bets attributed to GS' criminal network?***

230. The Panel notes that the following screenshot of Match 5 was found on GS' phone, which indicates that GS was interested in this match for betting purposes:



231. The Panel further notes that the Belgian Police considered Match 5 to be suspicious because of the involvement of GS to manipulate the match:



in the fix and that such message was wrongly transmitted by the go-between to GS. Given these specific circumstances, the Panel finds that there is insufficient evidence that the Player was involved in contriving the outcome of Match 5 (Section D.1.d of the 2018 TACP), that he facilitated GS to bet on the outcome of Match 5 and therefore breached Section D.1.b of the TACP 2018 or that he accepted money with the intention of negatively influencing his best efforts in Match 5 (Section D.1.f of the 2018 TACP).

***f. Match 6 ([...]/MUSIALEK v. [...]) on [...] February 2018***

238. Match 6 took place on [...] February 2018 at an [...] tournament in Egypt from [...]. Match 6 featured the Player and Mr [...] playing doubles against Mr [...] and Mr [...]. The Player and Mr [...] won the match [...].
239. The ITIA contends that the Player breached Sections D.1.d (contriving), D.1.b (facilitating a bet), D.1.f (soliciting or accepting money) and D.2.a.i (failure to report) of the 2018 TACP. The Player in turn contends that the screenshot showing the message “Muse: OK parfait” is insufficient to establish a link between this match and GS’ criminal network. Furthermore, he refers to the scorecard showing that Match 6 was fiercely fought.

***i. Is Match 6 suspicious and is there evidence of bets attributed to GS’ criminal network?***

240. The Panel notes that the Belgian Police found a screenshot on GS’ phone, which indicates that, on [...] February 2018 at [...], the Player (under the nickname “Muse”) sent to GS on Telegram the words “OK parfait”, meaning “Ok perfect”:



241. The screenshot reveals that the message was sent by the Player 9 minutes after the end of Match 6. Thus, there appears to be a link between Match 6, the Player and GS’ criminal network. Further suspicions arise from the fact that also the Player’s partner in Match 6, Mr [...], is listed by the Belgian Police among the professional tennis players involved in the activities of GS’ criminal network, which makes this match a perfect target for match-fixing:

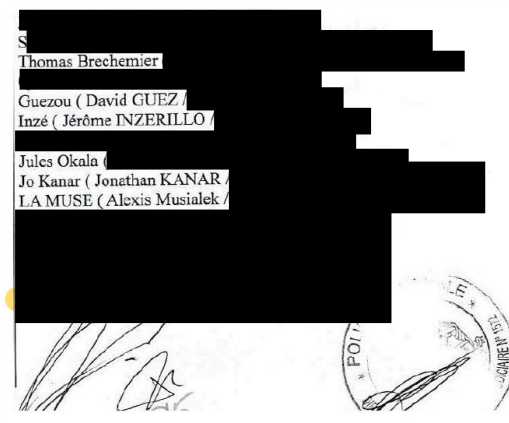
19.  
20.  
21.



242. It is also worthy to recall that Mr [...] is mentioned by other professional tennis players as being part of GS' criminal network. Mr Lescure indeed confirmed to the French Police that the following persons cooperated with GS' criminal network:

**QUESTION:** Can you tell us Who are the tennis players that have, in your opinion, collaborated with SARGSYAN Grigor and "Maestro"?

**ANSWER:** "Yes, by reputation, I have heard that the following players have collaborated and did match fixing with Maestro:



243. The Panel further notes that right after the end of Match 6, at [...] on [...] February 2018, GS inserted a note on his phone with the words "*Muse:0:0*":



244. In the Panel's view, given GS' *modus operandi* (see above no. 163 et seq.), such note indicates that accounts must have been settled between GS and the Player. Considering the timing when this note was inserted, i.e. after the end of Match 6, the Panel concludes that this note relates to Match 6.

**ii. Is there evidence of the Player's involvement in the fixing of Match 6?**

245. In light of the note inserted by GS in his phone, the Panel is persuaded that there must have been an arrangement between the Player and GS. The latter would only make a payment to the Player alias "Muse" if there was a "quid pro quo". This finding by the Panel is corroborated when looking at the scorecard for Match 6. The Panel notes that the Player and Mr [...] lost the [...], and that in this [...], Mr [...] served one double fault in the [...] game and the Player one double fault in the [...] and [...] game of the [...]. This corroborates that there was an arrangement with respect to either the respective games in set [...] or in relation of the [...] altogether. That the Player and his partner nevertheless won Match 6, does not contradict the findings of the Panel.



246. In light of the above, the Panel is sufficiently comfortable to conclude that Match 6 was contrived by the Player and Mr [...] upon direction of GS' criminal network. As a result, the Panel finds that the Player did contrive the outcome of Match 6 (Section D.1.d of the 2018 TACP), that the Player did facilitate GS to bet on the outcome of Match 6 and therefore breached Section D.1.b of the 2018 TACP, that the Player did accept money with the intention of negatively influencing his best efforts in Match 6 (Section D.1.f of the 2018 TACP), and finally, that he breached Section D.2.a.i of the 2018 TACP since he failed to report the corrupt approach that was made to him by GS' criminal network to the TIU (former ITIA).

***g. Match 7 (BROVILLE/MUSIALEK v. [...]) on [...] April 2018***

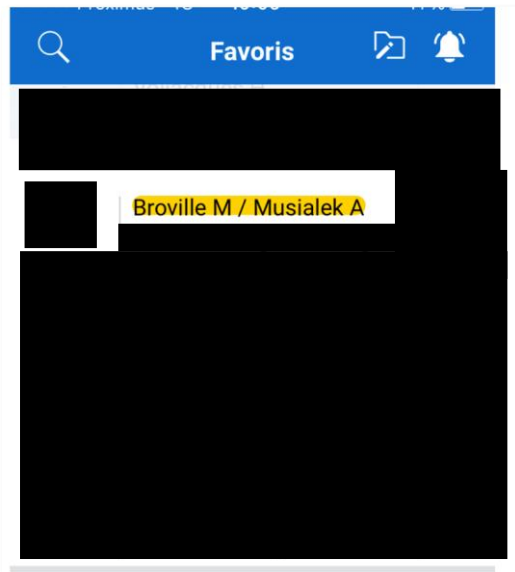
247. Match 7 took place on [...] April 2018 at an [...] tournament in Turkey from [...] local time. Match 7 featured the Player and Mr Broville playing doubles against Mr [...] and Mr [...]. The Player and Mr Broville won the match [...].
248. The ITIA contends that the Player breached Sections D.1.d (contriving), D.1.b (facilitating a bet), D.1.f (soliciting or accepting money) and D.2.a.i (failure to report) of the 2018 TACP. The Player in turn contends that a screenshot of Match 7 as well as a picture of a multibet slip of three matches do not constitute concrete evidence that these matches were fixed; in any event, GS' bet on Match 7 was unsuccessful, which demonstrate that the Player was not involved in the fix (if any).

***i. Is Match 7 suspicious and is there any evidence of bets attributed to GS' criminal network?***

249. The Panel notes that Match 7 was considered suspicious by the Belgian Police in the framework of the Criminal Investigation:



250. The Panel further notes that the following screenshot of Match 7 was found in one of GS' phones:



251. In the Panel's view, this screenshot is a clear indication that GS had a particular betting interest in Match 7. Such interest also materialized, because the following picture of a multibet slip was found on GS' phone:



252. The multibet involved the matches that were on the screenshot (cf supra no. 250):

- Broville/Musialek v. [...] – bet on [...] to win;
- [...] v. Jankovits/[...] – bet on [...] to win (“Multibet Match J”);
- [...].

253. Looking at the players involved in the matches referred to in the multibet slip, the Panel notes that in each of these matches, at least one of the players is linked to GS' criminal network. Mr Jankovits (Multibet Match J), e.g., is listed by the Belgian Police as one of the professional tennis players involved in GS' criminal network. He also admitted to match-fixing for GS' criminal network in his interrogation before the French Police:

10.			
11.	DUBAIL	Julien	
12.	JANKOVITS	Yannick	
13.	LESCURE	Mick	
14.	INZERILLO	Jerome	
15.	HOSSAM	Youssef	

No. 2018/16/Q/09	About the facts: -- Question: What do you wish to explain to us? -- Answer: I am a little ashamed. I have denied everything I have done. I am actually an honest person. -- I admit that I have made mistakes. My life is about tennis. Not just about having a career, but also the rest of my life will be about tennis. -- I jumped at the chance when Maestro offered me money to fix matches. I communicated with him by using my pet name, Janko.
CASE: Against persons unknown	

254. Mr [...], who is Mr Jankovits' partner in the Multibet Match J, is also mentioned on the list of professional tennis players involved in GS' criminal network:

76.	
77.	
78.	
79.	
80.	
81.	

255. Similarly, Ms Naydenova, one of the players in the Multibet Match N, is equally listed by the Belgium Police as being part of GS' criminal network:

Number	Surname	First name	Date of birth	Nationality
01.	HOSSAM	Karim		EGYPT
02.	AUTHOM	Maxime		BELGIUM
03.				
04.	NAYDENOVA	Aleksandrina		BULGARIA
05.				
06.	OKALA	Jules		FRANCE

256. Ms Naydenova was found guilty of match-fixing with GS' criminal network, by another CAS panel in the CAS proceedings CAS 2020/A/7596.
257. Mr Broville, the Player's partner in Match 7, is mentioned in the Belgian Police list of allegedly corrupted tennis players:

NO.	PLAYER	TEAM	SCORE	TEAM
91.	SETODJI	Thomas		FRANCE
92.	BROVILLE	Maxence		FRANCE
93.	GUEZ	David		FRANCE
94.	KHACHATRYAN	Karen		BULGARIA

258. Furthermore, Mr Broville was sanctioned for match-fixing by the ITIA.

259. Thus, in each of the matches included in the multibet, at least one player is linked to GS' criminal network. This makes these matches a perfect target for match-fixing. In light of the above, the Panel concludes that Match 7 is suspicious and that the multibet (and the matches referred to therein) can be linked to GS' criminal network.

***ii. Is there any evidence of the Player's involvement in the fixing of Match 7?***

260. The Panel finds that – similarly as in Match 5 (cf. no. 228 et seq.) – if a bet linked to GS' criminal network was placed, even more so a highly risky multibet – there must have been a prior contact of GS' criminal network with the players concerned, including the team composed of the Player and Mr Broville. Given GS' criminal network's modus operandi, GS would not have given instruction to bet on Match 7 without prior reaching out to the players. The Panel is of the view that both players must have been contacted, because (i) the bet was on losing Match 7 which appears very difficult to achieve without both players being involved (cf. supra no. 172 et seq), and (ii) both, the Player and Mr Broville were part of GS' criminal network, so that it would make almost no sense for GS to contact only one of them.

261. Thus, in the view of the Panel the evidence on record sufficiently demonstrates that the Player breached Section D.2.a.i of the 2018 TACP since he failed to report the corrupt approach that was made to him by GS' criminal network to the TIU (former ITIA).

262. The Panel is aware that the multibet was not successful. The Player and Mr Broville won Match 7 with the following score: [...]. Looking at the scorecard, it appears that the Player and Mr Broville fought intensively to win Match 7: they won the [...], lost the [...] and thereafter won the [...]. Only one double fault was served in Match 7 and it was by Mr Broville. The Respondent provided different scenarios to explain the inconsistencies between the bets placed and what happened on the court. However, absent any concrete evidence the Panel is not prepared to speculate and therefore finds that it is not persuaded to the required standard of proof that the Player and/or Mr Broville agreed to fix Match 7. Considering the above elements, the Panel finds that the Player did not breach Sections D.1.d (contriving), D.1.b (facilitating a bet) and D.1.f (soliciting or accepting money) of the 2018 TACP with respect to Match 7.

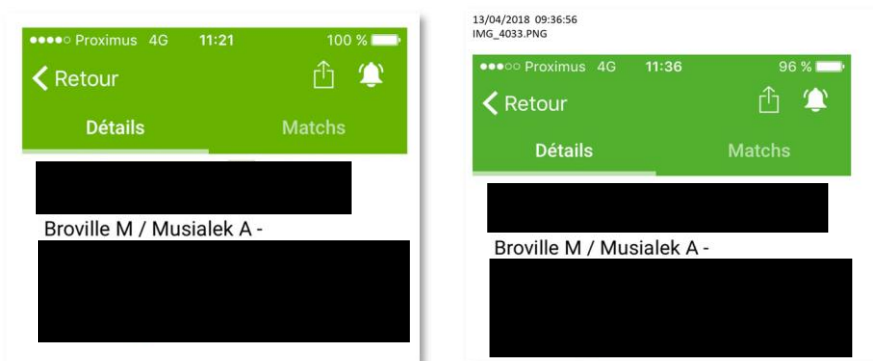
***h. Match 8 (BROVILLE/MUSIALEK v. [...]) on [...] April 2018***

263. Match 8 took place on [...] April 2018 at an [...] tournament in Turkey from [...] local time. Match 8 featured the Player and Mr Broville playing doubles against Mr [...] and Mr [...]. Mr [...] and Mr [...] won the match [...].

264. The ITIA contends that the Player breached Sections D.1.d (contriving), D.1.b (facilitating a bet), D.1.f (soliciting or accepting money) and D.2.a.i (failure to report) of the 2018 TACP. The Player in turn essentially argues that suspicious betting information alone is not sufficient to prove match-fixing and that Mr Broville, who is known to have collaborated with GS, could have fixed Match 8 without the Player being aware.

*i. Is Match 8 suspicious and is there any evidence of bets attributed to GS' criminal network?*

265. The Panel notes that the following two screenshots of Match 8 were found on GS' phone:



266. These screenshots indicate that GS had an interest in this match. Furthermore, [...] issued the following match alert with respect to Match 8:

**Broville M / Musialek A vs. [REDACTED]**  
ITF Men | Turkey [REDACTED], Doubles | 2018

[REDACTED]

Published: Tuesday 17/04/2018

**Summary:**

There is suspicious betting data indicating that an attempt was made to contrive an aspect of this event for betting purposes. The betting data ultimately suggests that bettors held prior knowledge of Maxence Broville / Alexis Musialek losing the [REDACTED] set.

**1) Suspicious betting observed for Maxence Broville / Alexis Musialek to lose the [REDACTED] set.**

There was a suspicious level of betting observed for Maxence Broville / Alexis Musialek to lose the [REDACTED] set. To clearly illustrate the illogical nature of the one-sided betting preference witnessed, it should be noted that a highly irregular 97% of the sum of all requested wagers in the 'Who will win the set?' market across [REDACTED] Account Monitored bookmakers was for this specific outcome. Furthermore, concerns are further heightened when comparing this figure with the total turnover from all requested bets across all markets for the match, with 78% having been placed solely on this outcome. Simply, to observe such a large proportion of betting interest attributed to this specific result provides clear indications that bettors were specifically targeting this market with prior knowledge of the outcome of this particular set.

Legitimate sporting factors, such as match action and injury are unable to be used as mitigation for this unusual and concerning betting activity. Given that a high proportion of the attempted wagers were requested during the first 20 minutes of the contest, the fact that the opening games were relatively even and actually favoured Maxence Broville / Alexis Musialek in terms of points won only serves to heighten concerns regarding the persistent betting activity for this pairing to lose the [REDACTED] set. In addition, with the absence of any indication of an injury for either player during this time period, the data portrayed here strongly suggests that bettors were not reacting to events unfolding on the court of play.

Overall, after analysis of all relevant sporting factors and given the targeted nature of the betting observed, it can only be concluded that it is likely that bettors held prior knowledge of Maxence Broville / Alexis Musialek losing the [REDACTED] set.

1) There was suspicious betting observed within the 'Which player will win the set' market, as evidenced by the market breakdown outlined below:

Market	Bets	Turnover	P/L
Which player will win the set?	262	€15,227	-€13,889
Which player will win the match?	60	€1,713	-€524
TOTAL	404	€18,987	-€13,884

**Pre-match and live single bets accepted and rejected across Sportradar's Account Monitored Bookmakers**

a) Of the €18,987 attempted by bettors on single bets relating to this match, 80% (€15,227) was attempted for wagers in the 'Which player will win the set?' market, with 78% on one specific outcome as detailed in the next section. Whilst this market is indeed regarded as one of the more popular tennis betting markets, it should be noted that the relative increase in the sum of all the attempted betting activity relating to this market is highly irregular and ultimately raised the [REDACTED] set of integrity concerns regarding the staking data displayed here.

b) Further to this, the irregularity surrounding the degree of total betting interest in this market is heightened when comparing this to the total betting interest generated in the 'Which player will win the match?' (Two-way) market. Indeed, the Two-way market is traditionally the most popular betting market within tennis, yet despite this fact and the highly competitive odds on offer for both outcomes within the Two-way market throughout the [REDACTED] set, significantly more betting interest was generated in the 'Which player will win the set?' market, which is unusual given the aforementioned factors. Simply put, the staking data outlined above clearly demonstrates that bettors paid undue attention to the 'Which player will win the set?' market.

c) Finally, it should be documented that no irregular odds movements were observed across global bookmakers.

267. According to this match alert, unusually high number of bets were placed on the Player and Mr Broville to lose the [...] set of Match 8, which is exactly what occurred looking at the scorecard. The Player and Mr Broville lost the [...] set of Match 8 by the score [...], the Player losing the [...] game of the [...] set for which he was serving and Mr Broville losing the [...] game of the [...] set by a double fault. The scorecard of the [...] set is indeed as follows:

[...]

268. Mr Swarbrick, in his testimony, confirmed the suspicious character of Match 8, as follows:

With no injury reported for either team, in my opinion the only remaining possible factors would be:-

A/ a significant mispricing of the event, however it is also reported that there were no major market moves in the match

B/ the [REDACTED] set has been pre-determined results wise by the players/corruptors for financial benefit.

269. The Panel further notes that, as already stated (see supra no. 257 seq.), both the Player and Mr Broville were involved in match-fixing activities with GS' criminal network. It follows that Match 8 is indeed suspicious and that bets on Match 8 can be attributed to GS' criminal network.

**ii. Is there any evidence of the Player's involvement in the fixing of Match 8?**

270. Considering the Player's and Mr Broville's involvement in GS' criminal network as well as the fact that each of them lost key games in the [...] set, it appears unrealistic that only Mr Broville was involved in the fix. This finding is also backed by the



testimony of Ms Hamlet (and even by the Player) according to which it is much easier to fix a match with both players of a team being involved. Furthermore, it makes no sense for GS to arrange the fix only with Mr Broville if both players are part of his criminal network. In the Panel's view, the evidence on record sufficiently demonstrates that also Player was involved in the fixing of Match 8 upon directions of GS' criminal network.

271. In light of the above considerations, the Panel finds that the Player did contrive the outcome of Match 8 (Section D.1.d of the 2018 TACP), that the Player did facilitate GS to bet on the outcome of Match 8 and therefore breached Section D.1.b of the 2018 TACP, that the Player did accept money with the intention of negatively influencing his best efforts in Match 8 (Section D.1.f of the 2018 TACP), and finally, that he breached Section D.2.a.i of the 2018 TACP since he failed to report the corrupt approach that was made to him by GS' criminal network to the TIU (former ITIA).

*i. Match 9 ([...] v. [...]) on [...] May 2018*

272. Match 9 took place on [...] May 2018 at an [...] Futures tournament in Spain from [...]. Match 8 featured Mr [...] and Mr [...] playing doubles against Mr [...] and Mr [...]. Mr [...] and Mr [...] won the match [...].
273. The ITIA contends that the Player breached Sections D.1.e (soliciting a player to not use best efforts), D.1.b (facilitating a bet), D.1.f (soliciting or accepting money) and D.2.a.i (failure to report) of the 2018 TACP. The Player in turn relies on a witness statement of Mr [...] in which the latter confirmed that he was never involved in match-fixing and also argues that Mr Lescure's statement does not directly implicate the Player as being involved in match-fixing with GS for this Match 9.
274. The Telegram conversation held on the day of Match 9, i.e. [...] May 2018, a few minutes before the start of Match 9, between GS and "muse.fr" is as follows:

Date	Time	Conversation partner	Info about conversation partner	Contents	Direction
			MUSE.FR	Who is it?	I
			RAGNAR	Mo	O
			RAGNAR	Me	O
			RAGNAR	Ok?	O
			142/25		
			MUSE.FR	Ok	
			MUSE.FR	Ok and you!	
			RAGNAR	I have changed number	
			MUSE.FR	[REDACTED]	
			MUSE.FR	Asks me	
			MUSE.FR	Plays in 45 mins.	I
			MUSE.FR	Spain	I
			MUSE.FR	Do you have anything?	I
			RAGNAR	I will look	O
			MUSE.FR	Ok thx	I
			RAGNAR	Save the number	
			MUSE.FR	Is done	
			MUSE.FR	Tell me when you know if there is something on	
			MUSE.FR	I was interviewed by TIU	

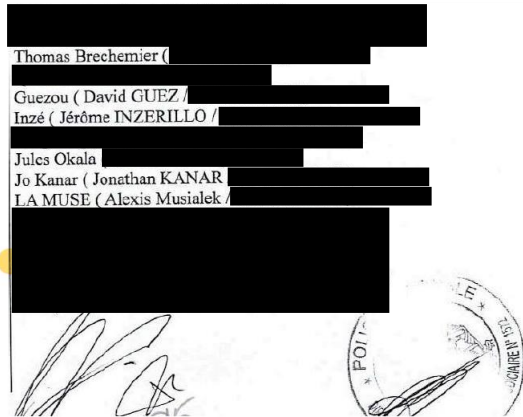
MUSE.FR	Last week	
MUSE.FR	3 matches	
RAGNAR	Yes	Q
RAGNAR	JJ has told me	Q
RAGNAR	It is the time	Q
MUSE.FR	I gave them my tel	
MUSE.FR	Perso	
RAGNAR	They interview everybody	Q
RAGNAR	Yes	Q
RAGNAR	Very good	Q
MUSE.FR	I had nothing	
RAGNAR	It was clean, no	Q
RAGNAR	Very good	Q
RAGNAR	Our system is perfect	Q
MUSE.FR	Yes	
RAGNAR	Mmm today	Q
RAGNAR	Not brilliant that [REDACTED] match	Q
MUSE.FR	Shit	
MUSE.FR	So I tell him I have nothing?	
RAGNAR	Yes, nothing today	Q
RAGNAR	Yep	Q

275. The Panel already found that the name “muse.fr” belongs to the Player and that, therefore, the incriminating conversation is between the Player and GS (see supra no. 140 et seq.). Moreover, this conversation clearly contains an offer for Mr [...] to conspire with GS about Match 9. The Player wrote “[...] asks me. Plays in 45 min. Spain. Do you have anything?”, to which GS answered “Mmm today. Not brilliant that [...] match”, and the Player reacted “Shit. So I tell him I have nothing?”, to which GS answered “Yes, nothing today”. The fact that the fix did not go through is in the Panel’s view not decisive for the purposes of finding that the Player facilitated Mr [...] not to use his best efforts in Match 9 and that he facilitated GS to wager on the outcome of Match 9. What is relevant is that the Player offered GS to conspire on Match 9 by his services as go-between, which is what the above conversation clearly is about.
276. The Panel is, moreover, not convinced by Mr [...] witness statement, according to which both him and the Player “have never discussed such [i.e. match-fixing] subjects (neither verbally nor in writing), since this is strictly prohibited and heavily penalized. It also goes completely against our moral and sporting values”. The Panel notes that Mr [...] has every interest in not acknowledging the facts since an admission would also constitute a breach of the TACP on his part and would expose him to disciplinary sanctions. Furthermore, Mr [...] is listed by the Belgian Police among the professional tennis players involved in the activities of GS’ criminal network:
- [...]
277. In addition, Mr Lescure stated before the French Police that Mr [...] was cooperating with GS’ criminal network:



**QUESTION:** Can you tell us Who are the tennis players that have, in your opinion, collaborated with SARGSYAN Grigor and "Maestro"?

**ANSWER:** "Yes, by reputation, I have heard that the following players have collaborated and did match fixing with Maestro:

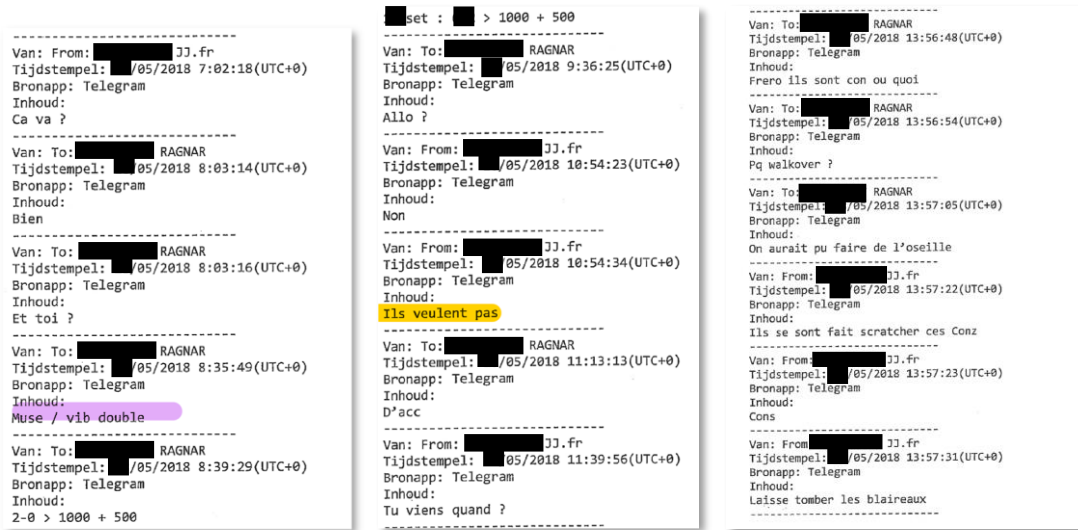


278. By offering to conspire on Match 9, the Player – at least indirectly – solicited any money, benefit or consideration with the intention to negatively influencing Mr [...] best efforts in Match 9. It is indeed part of GS' modus operandi to work through middlemen as has been the case with Mr Lescure and Mr Thivant (see supra nos. 163 et seq.). In addition, the evidence on record demonstrates that GS' offers to fix matches always provide some extra fees for the go-between who forwards / organizes the offers (see for instance supra no. 206).
279. In light of the above, the Panel finds that the Player did facilitate another player to not use his best efforts in Match 9 (Section D.1.e of the 2018 TACP), that the Player did facilitate GS to bet on the outcome of Match 9 and therefore breached Section D.1.b of the 2018 TACP, and that the Player did solicit or accept any money with the intention of negatively influencing his best efforts in Match 9 (Section D.1.f of the 2018 TACP).
280. The Panel considers that since it is clear from the above conversation that the Player initiated the process of finding an agreement to fix Match 10 for Mr [...] with GS, the Panel considers that no breach of Section D.2.a.i of the 2018 TACP, which concerns the obligation for a player to report any corrupt approach made to him, can be validly reproached to the Player. Indeed, it seems illogical to attach culpability (in addition to that attached to the offences that we have found to be proven) for failure to report an approach that he himself made. The Panel insofar concurs with the conclusions of the panel in CAS 2024/A/10295&10313, para. 313.

***j. Match 10 (MUSIALEK/VIBERT v. [...]) on [...] May 2018***

281. Match 10 was scheduled to take place on [...] May 2018 at an [...] tournament in Turkey. Match 10 featured the Player and Mr Vibert playing doubles against Mr [...] and Mr [...]. Mr [...] and Mr [...] won the match by a walkover on default of the Player and Mr Vibert.

282. The ITIA contends that the Player breached Section D.2.a.i (failure to report) of the 2018 TACP. The Player argues in turn that the conversation does not connect with the Player, and that since Match 10 was a “walkover”, no bets could be placed.
283. At the centre of the accusation against the Player is a conversation between Mr Inzerillo and GS on the day of Match 10:



284. In the above conversation, GS identified Match 10 as a suitable betting target and therefore texted “Muse / vib double” to his middleman Mr Inzerillo. GS also made a concrete offer in the following terms: “2-0 > 1000 + 500” which equates to a 1,000 (whatever currency) to the players when losing the match in 2 straight sets and 500 (whatever the currency) or the middleman (Mr Inzerillo). About 2 hours after GS sent the offer, Mr Inzerillo comes back to GS and informs him that the players are not interested in GS’s offer: “Non” “Ils veulent pas”.
285. It follows from the above conversation that GS made a clear offer to fix Match 10. This offer was directed to both players (i.e. the Player and Mr Vibert), since losing a match in two straight sets is very difficult to achieve with just one player being involved (see supra no. 172 et seq.). Furthermore, there was no danger for GS involving both players in the fix, since the Player and Vibert both were part of GS’ criminal network. In addition, it follows from the wording of the Mr Inzerillo’s text message to GS (“they” don’t want), that the offer was meant for both players to contrive the outcome of Match 10. The Panel is aware of Mr Vibert statement referred to above (see supra no. 173), according to which he used to fix double matches alone without informing his partners. However, in the Panel’s view such statement is not credible since (i) both the Player and Mr Vibert were part of GS’ criminal network and (ii) since the type of the bet (losing in two straight sets) in order to be successful calls for both players of the team to be involved in the fix (see supra no. 174).
286. At the end of the conversation, Mr Inzerillo and GS express their frustration in relation to the Player and Mr Vibert’s walkover. Mr Inzerillo and GS questioned the rationale of

the players' decision. If they did not want to play and win the match, they could just as easily have accepted the offer to fix the outcome of Match 10 and thereby make some extra money. The reason for the default of the Player and Mr Vibert was never explained at the hearing, though one suggestion made was that in fact the pair had been disqualified for some breach of the tournament rules. There was no evidence presented, however, to that effect. Overall, the above cited conversation sufficiently demonstrates that the Player received an offer to fix the outcome of Match 10, which he did not accept, and that he failed to report to the TIU the corrupt approach, thereby breaching Section D.2.a.i of the 2018 TACP.

***k. Charges related to non-cooperation***

287. The ITIA alleges that the Player committed a breach of Section F.2.b of the TACP (non-cooperation) and Section F.2.c of the 2018 TACP (non-furnishing of evidence). The ITIA relies on the fact that during his interview by the TIU, the Player alleged that he had only one mobile number being +[...], whereas the Player is in fact “muse.fr” and therefore used at least on other phone with the number +[...] and the Telegram account [...]. The Player in turn argues that he had promptly reported to the TIU having been approached for match fixing on two occasions in 2016 and 2018, which contradicts the alleged failure to cooperate. In addition, he explained that other persons used his nickname and that malicious individuals attempted to tarnish his reputation.
288. Section F.2.b of the 2018 TACP provides as follows:
- “All Covered Persons must cooperate fully with investigations conducted by the TIU including giving evidence at hearings, if requested.”*
289. Section F.2.c of the 2018 TACP provides as follows:
- “If the TIU believes that a Covered Person may have committed a Corruption Offense, the TIU may make a Demand to any Covered Person to furnish to the TIU any object or information regarding the alleged Corruption Offense.”*
290. The Panel already found that the nickname “muse.fr” or “muse” refers to the Player (see supra no. 161) and that, therefore, the conversations between GS and “muse.fr” were in fact conversations between GS and the Player. It is clear for the Panel that the Player, was the holder of the Dutch phone number +[...] and that the Player failed to provide this phone to the TIU. Operating with two phones was part of the “system” or modus operandi of GS’s criminal network. This is confirmed by a conversation between GS and the Player (“muse.fr”) on [...] May 2018, in which “muse.fr” (i.e. the Player) texted “I gave my tel perso” “I had nothing” to which GS answered “Very good”, “Our system is perfect”:

Date	Time	Conversation partner	Info about conversation partner	Contents	Direction
			MUSE.FR	Who is it?	I
			RAGNAR	Mo	O
			RAGNAR	Me	O
			RAGNAR	Ok?	O
			142/25		
			MUSE.FR	Ok	
			MUSE.FR	Ok and you!	
			RAGNAR	I have changed number	
			MUSE.FR	[REDACTED]	
			MUSE.FR	Asks me	
			MUSE.FR	Plays in 45 mins.	I
			MUSE.FR	Spain	I
			MUSE.FR	Do you have anything?	I
			RAGNAR	I will look	O
			MUSE.FR	Ok thx	I
			RAGNAR	Save the number	
			MUSE.FR	Is done	
			MUSE.FR	Tell me when you know if there is something on	
			MUSE.FR	I was interviewed by TIU	
			MUSE.FR	Last week	
			MUSE.FR	3 matches	
			RAGNAR	Yes	O
			RAGNAR	JJ has told me	O
			RAGNAR	It is the time	O
			MUSE.FR	I gave them my tel	
			MUSE.FR	Perso	
			RAGNAR	They interview everybody	O
			RAGNAR	Yes	O
			RAGNAR	Very good	O
			MUSE.FR	I had nothing	I
			RAGNAR	It was clean, no	O
			RAGNAR	Very good	O
			RAGNAR	Our system is perfect	O
			MUSE.FR	Yes	I
			RAGNAR	Mmm today	O
			RAGNAR	Not brilliant that [REDACTED] match	O
			MUSE.FR	Shit	I
			MUSE.FR	So I tell him I have nothing?	I
			RAGNAR	Yes, nothing today	O
			RAGNAR	Yep	O

291. The Player's allegation that some third person might have used his nickname to tarnish his reputation, is simply not credible. The Player could not present any motive why anybody – in particular anybody from within GS's criminal network – would do so, because there was nothing to gain from such an action.
292. In the Panel's view, there is, therefore, sufficient evidence that the Player failed to disclose to the TIU his Dutch phone number +[...], which contained critical information for the investigation of the ITIA. The fact that the Player disclosed to the TIU being approached for match-fixing purposes on two occasions in 2016 and in 2018 does not – in the Panel's view – discharge himself of his obligation to cooperate with the ITIA in the framework of the interview by disclosing that he was using another phone number and by furnishing this additional phone to the ITIA.
293. Considering the above considerations, the Panel finds that the Player breached Sections F.2.b and F.2.c of the 2018 TACP.

### ***1. Conclusions on Player's liability***

294. Based on the above considerations, the Panel finds that the Player committed the following breaches of the TACP:

Matches	2016 TACP Breaches						
	D.1.d Contriving	D.1.b Facilitating a bet	D.1.f Soliciting or accepting money	D.1.e Facilitating another player not to use best effort	D.2.a.i Failure to report	F.2.b Failure to cooperate	F.2.c Failure to furnish evidence
Match 1: ([...] v. MUSIALEK/VIBERT) on [...] September 2016	No	No	No	X	No	X	X
Match 2: ([...] v. [...]/MUSIALEK) on [...] October 2016	Yes	Yes	Yes	X	Yes	X	X
Match 3: ([...] v. [...]/MUSIALEK) on [...] November 2016	No	No	No	X	Yes	X	X
Matches	2017 TACP Breaches						
	D.1.d Contriving	D.1.b Facilitating a bet	D.1.f Soliciting or accepting money	D.1.e Facilitating another player not to use best effort	D.2.a.i Failure to report	F.2.b Failure to cooperate	F.2.c Failure to furnish evidence
Match 4: (MUSIALEK / [...] v. [...]) on [...] July 2017	No	Yes	No	X	Yes	X	X
Matches	2018 TACP Breaches						
	D.1.d Contriving	D.1.b Facilitating a bet	D.1.f Soliciting or accepting money	D.1.e Facilitating another player not to use best effort	D.2.a.i Failure to report	F.2.b Failure to cooperate	F.2.c Failure to furnish evidence
Match 5: (MUSIALEK/[...] v. [...]) on [...] January 2018	No	No	No	X	Yes	X	X
Match 6: ([...]/MUSIALEK v. [...]) on [...] February 2018	Yes	Yes	Yes	X	Yes	X	X
Match 7: ([...]/MUSIALEK v. [...]) on [...] April 2018	No	No	No	X	Yes	X	X
Match 8: ([...]/MUSIALEK v. [...]) on [...] April 2018	Yes	Yes	Yes	X	Yes	X	X

Match 9: ([...] v. [...]) on [...] May 2018	X	Yes	Yes	Yes	No	X	X
Match 10: (MUSIALEK / VIBERT v. [...]) on [...] May 2018	X	X	X	X	Yes	X	X
Failure to cooperate and furnish evidence	X	X	X	X	X	Yes	Yes
Total numbers of “yes”	3	5	4	1	8	1	1

295. To conclude, the Panel finds that the Player committed 23 infractions of the TACP.

#### **E. Consequences**

296. Section H.1.a of the TACP provides that

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

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

297. The Panel recalls that the AHO imposed on the Player a lifetime ban as well as a fine in the amount of 50,000 USD. The Player argues that the lifetime ban is manifestly disproportionate as athletes facing similar allegations have been punished with sanctions of lesser severity and that the addition of a fine when a lifetime ban is imposed is inherently disproportionate. The ITIA in turn alleges that the sanctions imposed by the AHO are line with the ITIA Sanctioning Guidelines.

298. The Panel when determining the appropriate sanction takes into account the ITIA 2022 Sanctioning Guidelines (the “Guidelines”). The Guidelines state that they “... 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”.

299. With respect to the period of ineligibility, the Guidelines provide, in principle, for a three-step-approach:

- (i) first, the Panel shall determine the offence category and assess the culpability and the impact on the sport. The level of culpability is determined by weighing up all the factors of the case.

- (ii) second, having determined the category in step one, the Panel may use the corresponding starting point to reach the sanction within the category range.
- (iii) third, once the Panel has determined the starting point within the category range, it may then consider any adjustment from the starting point for any aggravating or mitigating factors.

*(i) Step one: Culpability and Impact*

300. The Panel finds that a breach of Section D.1.e of the TACP (soliciting a player to not use best efforts) is considered the most serious as the corruption of tennis matches by contriving all of, or aspects of, matches goes to the very heart of the integrity of the sport of tennis. The offence in this category concerns Match 9, in which the Player requested GS to make an offer for Mr [...] to fix the match; in doing so, the Player solicited Mr [...] to contrive Match 9 or at least facilitated the process for Mr [...] to contrive Match 9.
301. With respect to the breaches of Section D.1.d of the TACP (contriving), the Panel finds that they involve a rather high degree of planning and premeditation, considering the amount and the content of conversations as well as the *modus operandi* of GS' criminal network to which the Player was adhering (sim cards, phone numbers, Telegram account etc.).
302. With respect to the charges of facilitating betting (Section D.1.b and D.1.f of the TACP), these are concurrent charges with those relating to match fixing and, therefore, take a back seat vis-à-vis Section D.1.d. TACP.
303. The Panel considers charges of failing to report pursuant to Section D.2.a.(i) of the TACP and those of non-cooperation and non-furnishing evidence (sections F.2.b and F.2.c. of the TACP) to involve lesser culpability.
304. Having considered all these factors carefully, the Panel concludes that the Player's offences fall within Category A of the Guidelines (High culpability).
305. As regards the impact of the Player's offences, the Panel considers that the Player committed major TACP offenses which have a "*material impact on the reputation and integrity of sport*". The Panel deems that it is likely that the Player gained money by committing these offenses. However, there is no concrete evidence on file with respect to the amount of the gains perceived by the Player. Consequently, the Panel finds that the appropriate category of impact of the offenses committed by the Player is "Category 2".

*(ii) Step-2: Starting Point and Category Range*

306. Under the Guidelines, the starting point and category range to determine the appropriate period of ineligibility in the case at hand is 10-year period of ineligibility with the category ranging from 5-year suspension to a life-time ban.

*(iii) Step-3: Mitigating and Aggravating Factors*

307. In order to determine the appropriate sanction within the above bracket, the Panel must assess all aggravating and mitigating factors.
308. The Panel acknowledged that the personal situation of the Player was tough. Players at the level of Mr Musialek are – as has been rightly summarized in CAS 2020/A/7596, para. 258 – struggling to maintain the most elementary material needs so as to remain on the circuit. It is widely known that this level of ranking, albeit impressive and qualifying for the status of professional, barely generates sufficient revenues for player to finance their participation in the costly professional circuit. In a context where betting over professional circuit tennis matches is largely authorized, players at the bottom rung of the professional pyramid are tempted by professional and unscrupulous gamblers who are not prepared to take their chance but rather to seek corruptly to manipulate the odds in their favor. The foregoing necessary influences players in going rogue and accepting as consideration a financial incentive that is sometimes equivalent to the prize money of the tournament to survive on circuit at all. This is particularly so in many cases, e.g. where the corrupt act is to lose only a particular game or set and where it will not likely affect the result of the match. The players' sense of wrongdoing is ultimately also obscured by the fact that many of their fellow players are part of the corrupt network of the betting mafia. However, if the individual's environment behaves unlawfully, i.e. the persons he spends most time with on the circuit, this will not remain without effect on the Player. This applies all the more if – as it seems at first sight – the fraud is so easy to carry out, namely by having a second phone. All of this does not provide players with a defense to breach the TACP and engage in such gambling manipulation. This is all the more true considering that ITIA invests a lot of efforts to prevent players from engaging with the betting mafia and undermine the very essence of the sport of tennis. However, it is a factor to be considered when assessing sanctions if warranted by specific facts, on a case-by-case basis, with reference to the player's particular family and other circumstances.
309. In the case at hand, any mitigating factors, however, are clearly offset by the fact that the Player – despite the overwhelming evidence indicating the contrary – contests and objects to any charges brought against him. Whereas the Panel appreciates the difficulty of making admissions because of the social and family pressure, perceptions and other consequences, at some point it is expected, the Panel finds, that players who reach this point do not remain trapped in a web of lies, stopping to deny the obvious, but rather break away from their past and their mistakes. The Player is incapable of admitting his wrongdoings and, at this low point in his career, of turning back and clearing the air. Furthermore, the Player continued with his unlawful activities despite being interviewed by the ITIA, i.e. at a point in time when all red warning lights were flashing, and the Player knew that he was on the ITIA's radar. It is a gamble, the Panel finds, for Players to engage in uncompromised denials throughout the process. The posture is inconsistent and thus necessary to the detriment of emphasis on remorse, penitence and mitigating factors. The fact that the Player had the financial backing of his family, as in fact he persuasively pleaded, does not help his cause as it limits the impact of the limited revenues derived from the circuit as a mitigating factor. The Panel finds that the way



back into the tennis world should not be made too easy for someone with this past and with this mind set. A severe and clear punishment is needed here to set a thought process in motion in the Player and to prevent others from behaving in a similar way. However, the Panel also notes that life bans pronounced so far against persons at any level involved in sport have been for acts and omissions of higher gravity to those at hand. To conclude, the Panel finds that a full consideration of the competing aggravating and mitigating factors finds them to effectively be in balance, thereby meriting no increase or decrease to the appropriate sanction. Consequently, the Panel finds that the appropriate period of ineligibility is 10 years. Anything more would be – *de facto* – tantamount to a life ban. The 10-year period would still be very significant while allowing the Player eventually, however difficult this might be at his age, to bounce back in the tennis industry.

310. The Panel furthermore considers that, in view of the fact that many of the 23 offences were committed concomitantly in relation with nine matches and in light of the financial resources of the Player, the gravity of the offences committed, the harm done to the sport of tennis and revenues obtained from engaging in match-fixing, a fine in the amount of 50,000 USD is appropriate in the case at hand. The Panel insofar concurs with the findings of the previous instance.

## **X. COSTS**

(...)

## ON THESE GROUNDS

### The Court of Arbitration for Sport rules that:

1. The appeal filed by Alexis Musialek on 4 September 2023 against the decision rendered by the AHO on 4 August 2023 in the matter between Alexis Musialek and the International Tennis Integrity Agency is partially upheld.
2. The decision rendered by the AHO on 4 August 2023 in the matter between Alexis Musialek and the International Tennis Integrity Agency is confirmed except for a) and b) which shall read as follows:

“

*a.) The Player, as defined in Section B.10 of the TACP, is found to have committed Corruption Offenses under:*

- i. Three offences under Sections D.1.d of the 2016 and 2018 TACP;*
- ii. Four offences under Sections D.1.f of the 2016 and 2018 TACP;*
- iii. Five offences under Section D.1.b. of the 2016, 2017 and 2018 TACP;*
- iv. Eight offences under Sections D.2.a.i of the 2016, 2017 and 2018 TACP;*
- v. One offence under Section F.2.b of the 2018 TACP;*
- vi. One offence under Section D.1.e of the 2018 TACP;*
- vii. One offence under Section F.2.c of the 2018 TACP.*

*b.) For these breaches of the TACP the Covered Person is declared ineligible from Participation in any Sanctioned Event for a period of 10 years in accordance with Section H.1.a. (iii).”*

3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 1 May 2025

## **THE COURT OF ARBITRATION FOR SPORT**

Ulrich Haas  
President of the Panel

Hamid G. Gharavi  
Arbitrator

James Robert Reid KC  
Arbitrator

Stéphanie De Dycker  
Clerk