



**TAS / CAS**

TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

**CAS 2024/A/10807 Sofia Luini v. International Tennis Integrity Agency (ITIA)**

## **ARBITRAL AWARD**

**delivered by the**

## **COURT OF ARBITRATION FOR SPORT**

**sitting in the following composition:**

President: Mr. Vladimir Novak, Attorney-at-law in Brussels, Belgium

Arbitrators: Mr. Efraim Barak, Attorney-at-law in Tel Aviv, Israel

Mr. Anthony Lo Surdo SC, Barrister, Arbitrator and Mediator in Sydney, Australia

*Ad hoc* Clerk: Mr. David Pérez de Lamo, Attorney-at-law in Brussels, Belgium

**in the arbitration between**

**Sofia Luini, Argentina**

represented by Mr. Ariel Reck and Mr. Guido Jamer, Attorneys-at-Law, Buenos Aires, Argentina

**Appellant**

**and**

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

represented by Mr. John R. Thomas and Mr. Busey Katy Stirling, Smith Hulsey & Busey, Attorneys-at-Law, Florida, United States of America

**Respondent**

## **I. PARTIES**

1. Ms. Sofia Luini (the “Player” or the “Appellant”) is a tennis player from Argentina.
2. The International Tennis Integrity Agency (“ITIA” or the “Respondent”) is an independent body established by the international governing bodies of tennis to promote, encourage and safeguard the integrity of professional tennis worldwide. ITIA has its registered seat in London, United Kingdom. ITIA performs investigations and enforces the Tennis Anti-Corruption Program (“TACP”).
3. The Appellant and the Respondent are collectively referred to as the “Parties”.

## **II. FACTUAL BACKGROUND**

4. Below is a summary of the relevant facts and allegations based on the Parties’ written submissions and evidence adduced. Additional facts and allegations found in the Parties’ submissions and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Panel has considered all facts, allegations, legal arguments, and evidence submitted by the Parties in the present proceedings, the Award refers only to the submissions and evidence, which the Panel considers necessary to explain its reasoning.

### **A. Background Facts**

5. On 26 January 2024, the ITIA issued a Notice of Major Offense to Ms. Luini (“Notice”). The Notice charged Ms. Luini with 24 breaches of the TACP, particularly consisting of Facilitation of Betting (D.1.b TACP); Contriving (D.1.d TACP); Receipt of Money (D.1.f TACP); and Non-Reporting (D.2.a.i TACP). The alleged breaches relate to six matches played between 2017 and 2018:
  - Match 1: Singles match against [...] on [...] November 2017 in [...], Paraguay.
  - Match 2: Singles match against [...] on [...] November 2017 in [...], Brazil.
  - Match 3: Singles match against [...] on [...] December 2017 in [...], Brazil.
  - Match 4: Singles match against [...] on [...] April 2018 in [...], Argentina.
  - Match 5: Doubles match (partnering with Melina Ferrero, “Ms. Ferrero”) against [...] and [...] on [...] December 2017 in [...], Brazil.
  - Match 6: Doubles match (partnering with Ms. Ferrero) against [...] and [...] on [...] May 2018 in [...], Spain.
6. The ITIA, in the materials filed with its Notice, indicated that the case against Ms. Luini for corruption offenses stemmed from ‘Operation Belgium’, a large-scale criminal

investigation conducted by Belgian law enforcement authorities between 2014 and 2018. The operation targeted an organised match-fixing network led by Grigor Sargsyan (“Mr. Sargsyan”), who was convicted by the Court of First Instance of East Flanders, Oudenaarde division, Belgium, on 30 June 2023, and thereby sentenced to five years in prison and monetary penalties. During this investigation, 181 professional tennis players were allegedly implicated in match-fixing activities. The ITIA was granted access to evidence gathered by Operation Belgium in 2020, which included downloads of four mobile devices with extensive WhatsApp communications, records of wire transfers and MoneyGram payment slips, and numerous transcripts of interviews.

7. The Notice of Major Offense alleged that evidence obtained during Operation Belgium implicated Ms. Luini. This evidence primarily consisted of WhatsApp messages between Mr. Sargsyan and his associate Sebastian Rivera (“Mr. Rivera”), a former professional tennis player, discussing the fixing of matches played by Ms. Luini.
8. On 28 July 2022, AHO Jane Mulcahy KC found that Mr. Rivera committed 64 Corruption Offenses, including 12 instances of match-fixing involving players who admitted that they fixed matches at Mr. Rivera’s behest. On 7 September 2022, AHO Jane Mulcahy KC imposed a sanction on Mr. Rivera of the maximum fine of \$250,000 and permanent ineligibility from participation in any tennis competition or event in any jurisdiction that is affiliated to, organized, controlled or otherwise sanctioned by the ATP Tour, WTA Tour, Grand Slam Board and the International Tennis Federation (“Sanctioned Events”).
9. The judgment of the Court of First Instance of East Flanders, Oudenaarde division, Belgium, of 30 June 2023 established that Operation Belgium led to the discovery of *“thousands of match-fixing messages [...] involving tennis coach Sebastian Rivera, who is in contact with a network of dozens of US and South American tennis players.”* The ITIA also provided the match scoreboards aligning with the WhatsApp messages between Mr. Sargsyan and Mr. Rivera, and records of payments made to individuals allegedly associated with Ms. Luini, which allegedly were compensation for her participation in match-fixing.
10. On 2 March 2023, ITIA investigator Alan Boyd (“Mr. Boyd”) interviewed Ms. Luini. During the interview, Mr. Boyd informed Ms. Luini that she had the right to consult with legal counsel at any time and that the interview could be paused to accommodate this if she wished.
11. Ms. Luini denied all allegations, asserting that she had never participated in match-fixing activities and had no relationship with Mr. Sargsyan or Mr. Rivera.

**B. Proceedings before the Anti-Corruption Hearing Officer under the TACP of the ITIA**

12. On 12 March 2024, under Section G.1.g. of the TACP (2024), the Anti-Corruption Hearing Officer (“AHO”) convened a conference call with the counsels of the Parties. The AHO issued a Procedural Order indicating *inter alia* the deadlines for the Parties’ submissions, production of documents and hearing procedure.
13. On 27 March 2024, the ITIA filed its brief and exhibits in compliance with date set in the Procedural Order.
14. On 12 April 2024, Ms. Luini filed her submissions, after being granted an extension.
15. Both Parties submitted reply briefs in compliance with their respective deadlines.
16. On 15 May 2024, the AHO held a hearing via video conference. In attendance were:

AHO	Diana Tesic
For the ITIA	John McLennan (Counsel)
	Maggie McQuiddy (Counsel)
	Kim Hettinger (Counsel)
	Katy Stirling (Counsel)
	Alan Boyd (Witness)
For Ms. Luini	Ariel Reck (Counsel)
	Guido Jamer (Counsel)
	Ms. Luini (Covered Person)
ITIA Secretariat	Jodie Cox
	Ben Rutherford

17. On 23 July 2024, Ms. Luini received notice of the decision from the AHO (“Appealed Decision”), finding as follows:

*“(V) Sofia Luini, a Covered Person as defined in Section B.10. and B.27 of the TACP 2024, is liable for Corruption Offenses pursuant to the following sections of:*

*a. TACP 2017*

- i. 4 charges under Section D.1.b
  - ii. 4 charges under Section D.1.d
  - iii. 2 charge under Section D.1.f
  - iv. 4 charges under Section D.2.a.i
- b. TACP 2018
- i. 4 charges under Section D.1.b
  - ii. 4 charges under Section D.1.d
  - iii. 2 charge under Section D.1.f
  - iv. 4 charges under Section D.2.a.i

*(VI) Pursuant to the TACP and Guidelines the sanctions imposed on the Covered Person for these breaches of the 2017 and 2018 are a ban from Participation in any Sanctioned Event for a period of seven (7) years in accordance with Section H.*

*(VII) 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 2024 TACP. The period begins on the 23 July 2024 and ends on the 22 July 2031.*

*(VIII) Under Section H.1.a.(i) a fine of \$ 30,000 USD is imposed. A payment plan may be agreed between parties for payment of this fine.*

*(IX) This Decision shall be publicly reported in full as prescribed in Section G.4.e of the 2024 TACP.*

*(X) Under Section G.4.D, this Decision is “full, final and complete disposition of the matter and will be binding on all parties.”*

*(XI) The Decision herein is appealable under Section I of the 2024 TACP to the Court of Arbitration for Sport (“CAS”) in Lausanne, Switzerland. Under Section I of the TACP the deadline for filing an appeal with CAS must be made within a period of “twenty business days from the date of receipt of the decision by the appealing party.*

*(XII) Under Section I of the 2024 TACP the suspension ordered herein shall remain in effect while under appeal unless CAS orders otherwise.”*

**C. The Offenses under the 2017 and 2018 TACP**

18. Sections D.1.b, D.1.d, D.1.f and D.2.a.i of the TACP (2017) read as follows:

*“D. Offenses*

*Commission of any offense set forth in Section D or E of this Program including a violation of the Reporting Obligations or any other violation of the provisions of this Program shall constitute a Corruption Offense for all purposes of this Program.*

*1. Corruption Offenses.*

[...]

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

[...]

*d. No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event.*

[...]

*f. 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.*

[...]

*2. Reporting Obligation.*

*a. Players.*

*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 the Player's obligation to report such incident to the TIU as soon as possible."*

[...]

19. Sections D.1.b, D.1.d, D.1.f and D.2.a.i of the TACP (2018) read as follows:

*"D. Offenses*

*Commission of any offense set forth in Sections D, E or F of this Program or any other violation of the provisions of this Program shall constitute a Corruption Offense for all purposes of this Program.*

*1. Corruption Offenses.*

[...]

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

[...]

*d. No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event.*

[...]

*f. 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.*

[...]

*2. Reporting Obligation.*

*a. Players.*

*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 the Player's obligation to report such incident to the TIU as soon as possible."*

20. As shown above, the wording of the alleged offenses under the 2017 and 2018 TACP is identical.

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

21. On 19 August 2024, the Appellant filed, pursuant to Article R47 of the Code of Sports-related Arbitration (the "Code"), the Statement of Appeal at the Court of Arbitration for Sport in Lausanne, Switzerland (the "CAS"), against the Appealed Decision (the "Appeal"). The Appellant nominated Mr. Efraim Barak as an arbitrator.

22. On 4 September 2024, the CAS Court Office noted the Respondent's failure to nominate an arbitrator within the prescribed 10-day time limit and thereby stated that, pursuant to Article R53 of the Code, the President of the CAS Appeals Arbitration Division, or her Deputy, would proceed with the appointment of an arbitrator *in lieu* of the Respondent.
23. On the same day, the Respondent indicated that they had inadvertently failed to nominate an arbitrator, requested the CAS to grant an extension of the deadline until the same day, and nominated Mr. Anthony Lo Surdo SC.
24. On 5 September 2024, the CAS Court Office advised the Respondent that a time limit that had expired could not be extended pursuant to Article R32 of the Code and, accordingly, rejected the Respondent's request for an extension of the time limit to nominate an arbitrator. The CAS Court Office noted the Respondent's late nomination of Mr. Lo Surdo SC as arbitrator and invited the Appellant to inform the CAS Court Office whether she agreed with the late nomination.
25. On the same day, the Appellant indicated that she held no objection to the Respondent's nomination of Mr. Lo Surdo SC as an arbitrator.
26. On 20 September 2024, the CAS Court Office informed the Parties that the Panel appointed to decide the present case was constituted as follows:  
  
President: Mr. Vladimir Novak, Attorney-at-law in Brussels, Belgium.  
  
Arbitrators: Mr. Efraim Barak, Attorney-at-law in Tel Aviv, Israel.  
Mr. Anthony Lo Surdo SC, Barrister, Arbitrator and Mediator in Sydney, Australia.
27. On 24 September 2024, the Appellant filed its Appeal Brief and, pursuant to Article 44.3 of the Code, invited the Panel to request that the Respondent produce "[a]ny exhibits, documents or investigations against the player Melina Ferrero regarding doubles Matches N° 5 and N° 6 in Sofia Luini's notice of offense".
28. On 11 November 2024, the Respondent filed its Answer.
29. On 12 November 2024, the CAS Court Office invited the Parties to inform the CAS Court Office by 19 November 2024 whether they preferred to hold a hearing in this case or whether the Panel should issue an award based solely on the Parties' written submissions. Pursuant to Article R56 of the Code, the CAS Court Office also invited the Parties to comment whether they requested a case management conference within the same time limit.
30. On the same day, the Respondent requested the CAS Court Office to hold a remote hearing in this matter and to confirm that the Parties' witness statements should

constitute their direct examination at the hearing, with witnesses' examination limited to cross-examination and redirect.

31. On 19 November 2024, the Appellant also requested to hold a remote hearing and noted that it did not consider necessary to hold a case management conference.
32. On 21 November 2024, the CAS Court Office, on behalf of the Panel, invited: (i) the Respondent to inform the CAS Court Office whether it objected to the document production sought by the Appellant; (ii) the Appellant to inform the CAS Court Office by 28 November 2024 whether she objected to the Respondent's request that the parties' witness statements constitute their direct examination at the hearing, with witnesses' examination limited to cross-examination and redirect; and (iii) the Appellant to inform the CAS Court Office within the same time limit whether she intended to give evidence at the hearing.
33. On 26 November 2024, the Appellant informed the CAS Court Office that (i) she did not object to the Respondent's request regarding the witness statement and (ii) she intended to give her testimony at the hearing.
34. On 5 December 2024, the Respondent submitted its response to the Appellant's document request, (i) noting the documents that it had already produced that were responsive to the Appellant's request (Exhibits 4, 18, 25, 28–32, 47, 51–56, and 62) or were identical to documents available in the file (Mr. Boyd's witness statement in the proceedings against Ms. Ferrero) and, in particular, (ii) rejecting the production of the ITIA's confidential investigative report of Ms. Luini and Ms. Ferrero on the ground that it *"was prepared in anticipation of litigation and is therefore not discoverable. Florida Rules of Civil Procedure Rule 1.280(b)(4)."*
35. On 20 December 2024, pursuant to Article R44.3 of the Code, the Panel requested the Respondent to produce the following documents: (i) the witness statement of ITIA Investigator Alan Boyd in the proceedings against Ms. Ferrero; and (ii) the ITIA's confidential investigative report of Ms. Luini and Ms. Ferrero.
36. On 16 January 2025, the Respondent sent a letter to the CAS indicating that the ITIA's data privacy team raised concerns that the United Kingdom General Data Protection Regulation ("UK GDPR") prohibits the disclosure of the documents responsive to the CAS' production request of 20 December 2024. The Respondent noted the data privacy team had requested an expert opinion in writing regarding this issue and requested 30 calendar days to provide this opinion. The Respondent expressed no objection in principle to disclosing the requested documents and invited a discussion with the Panel about the ITIA's legal opinion once received.
37. On 17 January 2025, the CAS extended the Respondent's deadline to produce the documents by 14 days.

38. On 20 January 2025, the Panel noted that the files linked within Exhibit 18 to the Respondent's Answer are connected with local files of the owner of the document, which therefore could not be opened by the Panel. Consequently, the Panel invited the Respondent to produce the linked files by 22 January 2025.
39. On 22 January 2025, the Respondent produced the abovementioned files linked within Exhibit 18.
40. On 30 January 2025, the Respondent submitted (i) the witness statement of ITIA Investigator Alan Boyd in the proceedings against Ms. Ferrero; and (ii) the ITIA's confidential investigative report of Ms. Luini and Ms. Ferrero and its appendices.
41. On 4 February 2025, having considered the Parties' positions, the Panel decided to hold a remote hearing. The date was fixed for 15 April 2025.
42. On 3 March 2025, the CAS Court Office communicated to the Parties the Order of Procedure, which was duly signed by the Parties.
43. On 15 April 2025, the hearing took place remotely. Together with the members of the Panel and Mr Antonio de Quesada, CAS Head of Arbitration, the following persons attended the hearing:
  - The Appellant
    - Ariel Reck, counsel;
    - Guido Jamer, counsel;
    - Sofia Luini, the Appellant.
  - The Respondent
    - John R. Thomas, counsel;
    - John F. MacLennan, counsel;
    - Maggie G. McQuiddy, counsel;
    - Ben Rutherford, Senior Director, Legal for the ITIA;
    - Katy Stirling, Senior Legal Counsel for the ITIA;
    - Jodie Cox, Legal Counsel and Case Manager for the ITIA;
    - Alan Boyd, ITIA Investigator, witness for the ITIA.

44. At the outset of the hearing, the Parties confirmed neither had any objections as to the constitution and composition of the Panel.
45. During the hearing, the Parties had ample opportunity to present their case, submit their arguments and answer the Panel's questions. Furthermore, the Panel heard Mr Alan Boyd's testimony in his capacity as a witness for the Respondent.
46. At the end of the hearing, the Parties stated they had no objections as to the procedure adopted by the Panel and confirmed that their right to be heard had been respected.

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

##### **A. The Appellant**

47. The Appeal Brief contains the following requests for relief:

*“(1) Revoke the decision under appeal.*

*(2) Dismiss all remaining 22 charges against Sofia Luini.*

*(3) Subsidiarily, dismiss the charges the panel deems not proven according to due jurisprudential applicable standards, and consequently reduce the period of ineligibility [sic] and eliminate or reduce any imposed fine.”*

48. In support of her relief, the Appellant relies on the following principal arguments.
  - The Appellant denies all charges and unequivocally states that she has never been involved in match fixing activities of any sort. The charges brought by the ITIA are not backed by any tangible or credible evidence because such proof does not exist.
    - There is no direct proof of contact between Mr. Rivera or Mr. Sargsyan and Ms. Luini, no direct evidence of Mr. Luini having received payments from them or any individuals included in the investigations of the ITIA or the Belgian Police, no arithmetic correspondence between the offers and the payments, no betting alerts, no proof of a single bet in any of the relevant six matches and no suspicious reporting by match umpires or tournament officials. The AHO relied on circumstantial evidence in concluding that Ms. Luini had committed the 22 alleged offenses.
    - The standard of proof set out by the AHO decision in *ITIA v Anis Ghorbel* is not applicable to the present case. Instead, the AHO should have applied the standard of proof laid down in the AHO precedents *Fayziev* and *Crepatte*, and the CAS precedents CAS 2021/A/8531 (as

reported in page 90 of CAS Bulletin 2024/01), CAS 2023/A/9449 and CAS 2011/A/2384.

- In matches 1, 3, 4, 5 and 6, Ms. Luini was unranked, ranked lower than her opponents or with recent history of losses against her opponents, which means that it was reasonable for gambling activity to be made against Ms. Luini. The ITIA did not provide a technical analysis showing evidence of match-fixing in the relevant matches.
  - The ITIA was unable to obtain evidence proving the relationship between Mr. Rivera and Ms. Luini. In her interview with ITIA investigator Mr. Boyd, Ms Luini offered him access to her phone and bank accounts, which Mr. Boyd inexplicably declined.
  - The WhatsApp messages contained in ITIA's file are evidence of betting and/or scamming manoeuvres between two criminals, or for match fixing with other individuals, for which Ms. Luini bears no responsibility.
  - The betting screenshot exhibits submitted by the ITIA to the AHO are mere screenshots of public betting information and are not images of actual bets. The screenshots contain no information regarding specific betting odds. The ITIA has no proof of a single bet having actually been placed on a tennis match played by Ms. Luini.
  - The senders of the payments – [...] – are not mentioned or included in any of the Belgian Police's investigation reports or in the Flanders Court sentencing of Mr. Sargsyan as individuals linked to the latter's criminal organization. The payments submitted by the ITIA were sent to persons that have no direct relationship with Ms. Luini.
- In addition to the above general arguments, the Appellant makes the following main claims regarding each of the six investigated matches.

Match 1: Singles vs [...], [...] November 2017

- The screenshot provided by the ITIA is not a betting odd and concerns a different match.
- There is nothing complex or admirable about the level of detail in the WhatsApp messages between Mr. Sargsyan and Mr. Rivera.

Match 2: Singles vs [...], [...] November 2017

- The level of detail of the WhatsApp messages between Mr. Sargsyan and Mr. Rivera concerns a rather straightforward and rudimentary guess.

- The ITIA did not analyse whether Ms. Luini's double faults were pivotal to the games involved. Ms. Luini's record shows that she was having difficulty with her serve that day.

Match 3: Singles vs [...], [...] December 2017

- It was a reasonable choice to bet against Ms. Luini in this match, given the history of play between her and [...]. Ms. Luini had [...] to [...] every single time they played up until that match, being pertinent to point out [...] in 2015 ([...]) and 2017 ([...]), and both of these records had Ms. Luini [...] sets without [...].
- The AHO did not take into account that, at the beginning of the [...] set, Ms. Luini called [...].
- The evidence provided by the ITIA, concerning Ms. Luini's name appearing in a Facebook post by [...] dated July 2020, lacks total seriousness and should be dismissed.
- The payments hold no arithmetic relationship with the WhatsApp messages between Mr. Sargsyan and Mr. Rivera.

Match 4: Singles vs [...], [...] April 2018

- The scorecard shows only [...] double fault, in the [...] point of the game, absolutely non-pivotal and far from the threshold for suspicious play of tennis.
- The payment is made to [...], who Ms. Luini has no relationship with; the only point in common is that they both play tennis and [...]. The ITIA provided no proof of any link between [...] and Ms. Luini.

Match 5: Doubles (partner with Ms. Ferrero) vs [...] & [...], [...] December 2017

- This game was a [...] match, it was [...] on the tournament's [...], an allegation which goes against the logic of competitive athletes and the seriousness of which finds no correlation on the softness of the evidence provided.
- The AHO also did not take into account that earlier in that day, in Match 3 of the notice of offense, Ms. Luini had an injury which required medical assistance, which meant she played Match 5 with diminished athletic potential due to said physical difficulty.

- An in-match analysis, which the AHO did not carry out, shows that, in the [...] set, Ms. Luini had only [...] double fault in a non-pivotal point in her [...] service game and [...] her [...] service game, while Ms. Ferrero had [...] double faults and [...] her [...].
- The same AHO found that Ms. Ferrero had infringed Sections D1.b, D1.d, D.1.f and D.2.a.i of the 2017 TACP regarding Match 5. Ms. Luini had no knowledge that Ms. Ferrero was involved in the match fixing. It is possible that Mr. Rivera was scamming Mr. Sargsyan to trick him into paying for two players involved in the fix when in reality it was only one player. [...] is probably also an acquaintance of Ms. Ferrero.
- Ms Luini has interacted with [...] numerous times in the tour, [...] and played in many of the same tournaments and, as is customary, at times players [...] in the tour may share some time off-court, as was Ms. Luini's case not only with [...] but also with many other [...] players who she has met and spent time with in the tour over the years, but this does not turn them into acquaintances or, much less, make them friends or confidantes in money management or match fixing activities.

Match 6: Doubles (partnering with Ms. Ferrero) vs [...] & [...], [...] May 2018

- Ms. Luini denies any participation in fixing the match, which entails that the match was fixed by Ms. Luini's double partner Ms. Ferrero.
- The fact that Mr. Rivera claims to talk "only to Luini" in the WhatsApp messages seems to be to protect the actual fixer.
- The payments hold no arithmetic relationship with the WhatsApp messages between Mr. Sargsyan and Mr. Rivera.
- Ms. Luini has no knowledge of [...].

**B. The Respondent**

49. The Respondent's Answer requests the Panel to "*uphold the determination of the AHO and uphold the sanctions imposed by her*".
50. The Respondent supports the AHO's conclusion that Operation Belgium and the ITIA's subsequent investigation reveal that Ms. Luini contrived aspects of her matches, facilitated wagering, accepted money with the intention of negatively influencing her use of best efforts, and failed to report corrupt approaches, resulting in violations of Sections D.1.b., D.1.d., D.1.f., and D.2.a.i. of the TACP Program (2017 and 2018).
51. In support of its claims, the Respondent provides evidence mainly consisting of:

- i. WhatsApp messages between Mr. Sargsyan and Mr. Rivera, whereby the former offers the latter and Ms. Luini payments to fix certain aspects of Ms. Luini's matches;
  - ii. Ms. Luini's scoreboards matching the agreed-upon fixes in the WhatsApp messages between Mr. Sargsyan and Mr. Rivera;
  - iii. screenshots from Mr. Sargsyan's phone extracted by the Belgian police containing betting information regarding Ms. Luini's matches;
  - iv. WhatsApp messages between Mr. Sargsyan and Mr. Rivera providing instructions to compensate Ms. Luini for her match-fixing, as well as payments from Mr. Sargsyan's known associates to Mr. Rivera and acquaintances of Ms. Luini;
  - v. the correlation and close timing of the WhatsApp messages, the matches and the payments; and
  - vi. the witness statement of the ITIA investigator, Mr. Boyd, that Ms. Luini failed to report the corrupt approaches.
52. The Respondent argues that, according to Section G.3.a of the TACP, the ITIA must prove the commission of a Corruption Offense by a "*preponderance of evidence*". The Respondent claims that the standard of proof is met in the present case.
53. The Respondent further indicates that Ms. Luini does not address the appropriateness of the AHO's sanctions in her Appeal Brief and does not provide any basis to request a reduction of the sanctions imposed by the AHO. According to the Respondent, the sanctions imposed are proportionate to the serious and multiple offenses committed by Ms. Luini in this case.

## **V. JURISDICTION**

54. The Appellant submitted that the CAS has jurisdiction pursuant to Article R47 of the Code and Section I of the TACP (2024).
55. Article R47 of the 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."*

*An appeal may be filed with CAS against an award rendered by CAS acting as a first instance tribunal if such appeal has been expressly provided by the rules of the federation or sports-body concerned.”*

56. Section I.1 of the TACP (2024) provides as follows:

*“I.1. 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; (ii) a determination that the AHO lacks jurisdiction to rule on an alleged Major Offense or its sanctions; or (iii) a decision by an AHO pursuant to Section H.5 to extend the period of ineligibility from Participation previously imposed in a Decision issued pursuant to Section G.4. The foregoing is an exhaustive list. A Covered Person may not appeal any other matter to the CAS, including without limitation a decision regarding a Provisional Suspension or a decision (or a part thereof) regarding Substantial Assistance. For the avoidance of doubt, appeals against more than one of the elements of a Decision set out in Section G.4.b must be made to the CAS together. Where separate decisions are rendered by an AHO for one or more elements of a Decision set out in Section G.4.b, the time to appeal shall commence running on the date of receipt by the appealing party of the last such decision. The appeal shall be conducted in accordance with CAS’s Code of Sports-Related Arbitration and the special provisions applicable to the Appeal Arbitration Proceedings.”*

57. The Respondent does not contest the jurisdiction of the CAS.
58. Moreover, the Parties do not dispute that Ms. Luini is a Player and a Covered Person within the meaning of Sections B.6 and B.18 of the TACP (2017 and 2018).
59. The Panel notes that Section I.1 of the TACP (2024) (applicable to the Appealed Decision), explicitly provides for an appeal to the CAS. The Panel therefore concludes that CAS has jurisdiction to review the present Appeal.

## **VI. ADMISSIBILITY**

60. Article R49 of the 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 if the statement of appeal is late. The Division President or the President of the Panel renders her/his decision after any submission made by the other parties.”*

61. Article R51 of the Code provides as follows:

*“Within ten days following the expiry of the time limit for the appeal, the Appellant shall file with the CAS Court Office a brief stating the facts and legal arguments giving rise to the appeal, together with all exhibits and specification of other evidence upon which it intends to rely. Alternatively, the Appellant shall inform the CAS Court Office in writing within the same time limit that the statement of appeal shall be considered as the appeal brief. The appeal shall be deemed to have been withdrawn if the appellant fails to meet such time limit.*

[...]

62. Section I.4 of the TACP (2024) 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.”*

63. The Appealed Decision was notified to the Appellant on 23 July 2024. The Appellant filed the Statement of Appeal on 19 August 2024, and therefore within the 20-business-day time limit prescribed by the TACP.

64. On 23 August 2024, the Appellant requested an extension of 25 days to file the Appeal Brief pursuant to Article R32 of the Code, which was granted, thereby extending the deadline until 24 September 2024. The Appellant subsequently filed the Appeal Brief on 24 September 2024 and thus timely.

65. The Respondent did not contest the admissibility of the Appeal Brief.

66. Accordingly, the present Appeal is admissible.

## **VII. APPLICABLE LAW**

67. Article R58 of the Code provides as follows:

*“The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.”*

68. Section K.2 of the TACP (2024) provides as follows:

*“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.”*

69. The Appealed Decision was issued under the TACP, which is not disputed. Accordingly, pursuant to Article R58 of the Code, the Panel concludes that the TACP (2024) should apply as the primary applicable law to the present case and, pursuant to Section K.2 of the TACP (2024), all aspects thereof shall be governed by the laws of the State of Florida.

70. Sections K.5 and K.6 of the TACP (2024) provide 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.*

*Notwithstanding the section above, the procedural aspects of the proceedings will be governed by the Program applicable at the time the Notice is sent to the Covered Person, save that the applicable sanctioning guidelines shall be those in force at the time of the sanctioning exercise.”*

71. The ITIA issued the Notice of Major Offence to Ms. Luini on 26 January 2024 and the alleged offenses took place during calendar years 2017 and 2018. Accordingly, the Panel will review the merits of the Appealed Decision in light of the 2017 and 2018 TACPs and apply the 2024 TACP to the procedural aspects of the proceedings.

72. On a subsidiary basis, absent choice of law by the Parties, and given that the Respondent is domiciled in the United Kingdom, the Panel shall resort to English law to fill in any gaps or lacunae stemming from the primary applicable law pursuant to Article R58 of the Code.

## **VIII. MERITS**

73. In the present case, the Panel is essentially tasked with reviewing the AHO’s decision of 23 July 2024, which had found that Ms. Luini committed 22 offenses under the 2017 and 2018 TACPs, particularly eight charges under Section D.1.b (facilitation of betting), eight charges under Section D.1.d (contriving), four charges under Section D.1.f (receipt of money) and eight charges under Section D.2.a.i (non-reporting). These charges concern six matches played by Ms. Luini in the calendar years 2017 and 2018.

74. The Panel will, first, set out the applicable burden and standard of proof in the present proceedings (see Section A below); and, second, *de novo* review the Appealed Decision (see Section B below).

**A. BURDEN AND STANDARD OF PROOF**

75. Section G.3. of the TACP (2024, as well as the 2017 and 2018 TACPs *mutatis mutandis*) provides as follows:

*“The ITIA [...] shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the ITIA has established the commission of the alleged Corruption Offense by a preponderance of the evidence.”*

76. According to the CAS case law, the “*preponderance of the evidence*” standard corresponds with the “*balance of probabilities*” standard, i.e., “[t]his standard is met if the proposition that the Player engaged in attempted match fixing is more likely to be true than not true” (see e.g., CAS 2011/A/2490, paragraph 25; CAS 2020/A/7596, paragraphs 176-178), also understood as “*the chances of the allegation being true are more than 50%*” (CAS 2022/A/9053, paragraph 91 and the case law cited therein).
77. The CAS has also found that (i) the standard required by Section G.3 TACP cannot be interpreted as requiring that the ITIA prove the alleged offences “*beyond reasonable doubt*”; and observed that (ii) “[t]here is no universal (minimum) standard of proof for match-fixing offences” because “*in the absence of any overarching regulation (such as the WADA Code for doping cases), each association can decide for itself which standard of proof to apply, subject to national and/or international rules of public policy*”, and, accordingly, the CAS concluded that it could not apply the “*comfortable satisfaction*” standard of proof laid down in UEFA’s rules under the TACP (CAS 2011/A/2490, paragraph 29; CAS 2020/A/7596, paragraphs 179-180 and 182).
78. On 26 April 2023, the Swiss Federal Tribunal confirmed that the “*preponderance of the evidence*” standard is the correct standard of proof pursuant to Section G.3 of the TACP (4A\_486/2022, paragraph 8.2). In addition, the Swiss Federal Tribunal observed that, although anti-doping regulations lay down a stricter standard of proof than that applicable in corruption cases for establishing the existence of an offence, the latter is justified on account of the difficulties inherent in proving the offences in corruption and match-fixing cases, and the limited investigative powers of the sports federations’ judicial bodies (4A\_486/2022, paragraph 8.2).
79. The Appellant challenges the AHO’s reliance on circumstantial evidence, absent “*direct proof*”, in concluding that Ms. Luini, more likely than not, had committed the alleged offenses (see Appealed Decision, paragraphs 51-53). In particular, the Appellant claims that the Appealed Decision relied on the standard of proof set out by the AHO decision in *ITIA v Anis Ghorbel*, which is not applicable to the present case. The Appellant argues that the AHO should have applied instead the standard of proof laid down in the AHO precedents *Fayziev* and *Crepatte*, and the CAS precedents CAS 2021/A/8531, CAS 2023/A/9449 and CAS 2011/A/2384.

80. The Appellant's claims are unfounded and accordingly rejected.
81. The AHO correctly applied the standard of proof set out in CAS 2021/A/8531 (see Appealed Decision, paragraphs 47-48). This precedent is very similar to the present case, as both concern sanctions imposed by the ITIA on players committing corruption offenses under the TACP following Operation Belgium.
82. Notably, the CAS previously (i) held that absent any provision as to the assessment of the evidence in the CAS Code, the principle of free evaluation is applicable in international arbitration in general and in CAS proceedings in particular, and (ii) noted that Section G.3.c TACP sets out that "[...] *facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO*", (CAS 2021/A/8531, paragraph 89). Accordingly, the CAS previously concluded that the evidence brought forward by the parties shall be freely evaluated and both direct and circumstantial evidence ("*evidence [that] requires a trier of fact to draw an inference to connect it with a conclusion of fact*") shall be considered by the Panel (CAS 2021/A/8531, paragraph 90).
83. Regarding the evidentiary value of circumstantial evidence, the CAS previously highlighted that, "[i]n a case involving alleged acts of corruption like the present one, circumstantial evidence may be especially pertinent since [...] *'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'*" (see CAS 2021/A/8531, paragraph 90 and the case law cited; CAS 2020/A/7596, paragraph 181 and the case law cited; see also, in the same sense, judgment of the Swiss Federal Tribunal of 26 April 2023, 4A\_486/2022, paragraph 8.2, cited in paragraph 78 above).
84. Similarly, the CAS has underlined that "*it is even more advisable to admit all reliable means of evidence with respect to the [corruption] offences at hand which involve concealment and are therefore inherently difficult to uncover. The admission of such evidence itself conveys a signal to the players that their acts and omissions in breach of their obligations can be established by any means, including the discoveries of investigating third parties, and that it is not merely because a breach was not uncovered on the spot or shortly thereafter that it will not be uncovered by any reliable means within the eight-year statute of limitations. Its admission therefore serves a dissuasive purpose to deter players from breaches of the TACP*" (CAS 2020/A/7596, paragraphs 158 and 163).
85. Moreover, the Appellant herself concedes in her Appeal Brief that "[it] is true that corrupt acts are generally and by nature concealed and therefore circumstantial [sic] evidence might [sic] be pertinent. CAS 2010/A/2172, [...] at para. 53 *'when assessing the evidence, the Panel has [to keep] well in mind that corruption [sic] is, by nature, concealed as the parties involved will seek to use evasive means to ensure that they leave no trail of their wrongdoing'*". Therefore, the Appellant's challenge of the AHO's

reliance on circumstantial evidence, absent direct proof, in assessing whether Ms. Luini, more likely than not, had committed the alleged offenses, must be rejected. The Panel also notes that Ms. Luini has been afforded the right of due process and thus the opportunity to defend herself and challenge all the relevant evidence not only before AHO but afresh throughout the present appeal proceedings before the CAS (CAS 2020/A/7596, paragraph 164).

86. The Appellant contends that in CAS 2021/A/8531 the CAS applied “*a higher standard than the one applied by the AHO in the appealed decision, as in the present case, we insist, there were no betting alerts or even proof of a single bet in any of the six matches, and there are no payments with arithmetical correspondence to the alleged fixing amounts and no betting alerts issued on any of the six matches in Luini’s notice of offense.*” The Appellant’s claim is unfounded and accordingly rejected. In CAS 2021/A/8531, the CAS found that (i) evidence of screenshots of public betting information sent by Mr. Sargsyan to Younes Rachidi (the intermediary with the players in that case), (ii) the alignment of (a) the correspondence between Mr. Sargsyan and Mr. Rachidi and (b) the match scoreboard, and (iii) the ensuing messages between Mr. Sargsyan and Mr. Rachidi discussing the payment instructions, considered altogether, were “*strong corroborating evidence*”, or at least “*sufficient evidence*”, to conclude that the players had contrived the outcome of multiple matches and failed to report it (CAS 2021/A/8531, paragraphs 111-112, 118-119, 130-131, 134-135, 137-138 and 151-153). In two other relevant matches analysed in CAS 2021/A/8531, in addition to the abovementioned elements, the CAS also took into account betting alerts as a complementary, but not necessary, evidence item supporting the conclusions that the players had contrived the outcome of those matches and failed to report it (CAS 2021/A/8531, paragraphs 125-126 and 145-146). The Panel finds the above sufficient to conclude that the AHO did not apply a lighter standard of proof than the CAS in CAS 2021/A/8531 (see further Section B below).
87. Furthermore, the Panel notes that, overall, the CAS did not establish in CAS 2021/A/8531 that the ITIA is required to bring forward an exhaustive list of specific evidentiary items in all corruption cases under the TACP. On the contrary, as shown above, the CAS established the principle of free evaluation of evidence and confirmed the preponderance-of-the-evidence standard of proof based on a holistic assessment of the evidentiary items present in each case and their reliability. In other cases, the CAS case law has also found that the governing body largely discharges its burden of proof when it relies on converging evidence, which may include a range of evidentiary items (see e.g., CAS 2020/A/7596, paragraphs 186-238). In the same sense, the Appellant itself accepts in her Appeal Brief that the AHO, in *ITIA v Anis Ghorbel, Fayziev and Crepatte*, and the CAS Panels, in CAS 2021/A/8531 and CAS 2023/A/9449, “*analyzed their cases with the parameter of “preponderance of the evidence”, which comes to show that even within the territory of said standard of proof there are nuances that shed an evident disparity in the way evidence was analyzed in this case in opposition to the*

*cited precedents.*” The Panel finds the preponderance-of-the-evidence standard of proof is justified in corruption cases under the TACP because the type and strength of the evidence may vary from case to case due to the complexity and diverse nature of such cases. Accordingly, the Appellant’s claims that the AHO erred in applying in the Appealed Decision a different or lighter standard than in the abovementioned AHO and CAS precedents must be dismissed.

88. The Panel will therefore assess and weigh the specific circumstantial evidence available in the present case in each of the relevant matches in line with the preponderance-of-the-evidence standard of proof laid down in Section G.3. of the TACP, as developed by the CAS case law (see Section B below).
89. Finally, the Appellant’s invitation to the Panel to apply the higher standard applied by the CAS in CAS 2011/A/2384 must be summarily rejected. As the Respondent rightly highlights in its Answer, the standard of proof set out in CAS 2011/A/2384 is not applicable to the present case because the former concerns an anti-doping case that applies the “*comfortable satisfaction standard*” under a different set of rules, whereas Section G.3 of the TACP provides that the ITIA must prove the commission of a Corruption Offense by a preponderance-of-the-evidence standard of proof (see, in this sense, CAS 2011/A/2490, paragraph 29 and judgment of the Swiss Federal Tribunal of 26 April 2023, 4A\_486/2022, paragraph 8.2, cited in paragraphs 76-78 above).

## **B. THE MATCHES**

90. As mentioned in Section II.A above, ITIA’s case against Ms. Luini for corruption offenses stemmed from ‘Operation Belgium’, a large-scale criminal investigation conducted by Belgian law enforcement authorities between 2014 and 2018. The operation targeted an organised match-fixing network led by Mr. Sargsyan, who was convicted by the Court of First Instance of East Flanders, Oudenaarde division, Belgium, on 30 June 2023, and thereby sentenced to five years in prison and monetary penalties. Mr. Sargsyan exchanged WhatsApp messages with his associate Mr. Rivera, a former professional tennis player, discussing the fixing of matches. On 28 July 2022, AHO Jane Mulcahy KC found that Mr. Rivera committed 64 Corruption Offenses, including 12 instances of match-fixing involving players who admitted that they fixed matches at Mr. Rivera’s behest. Operation Belgium found that at least 181 professional tennis players were allegedly implicated in match-fixing activities.
91. Between 2017-2018, Mr. Sargsyan and Mr. Rivera exchanged WhatsApp messages detailing arrangements for Ms. Luini to lose certain parameters of each of the following six matches:
- Match 1: Sofia Luini vs [...] on [...] November 2017 in [...], Paraguay.
  - Match 2: Sofia Luini vs [...] on [...] November 2017 in [...], Brazil.

- Match 3: Sofia Luini vs [...] on [...] December 2017 in [...], Brazil.
  - Match 4: Sofia Luini vs [...] on [...] April 2018 in [...], Argentina.
  - Match 5: Sofia Luini & Melina Ferrero vs [...] & [...] on [...] December 2017 in [...], Brazil.
  - Match 6: Sofia Luini & Melina Ferrero vs [...] & [...] on [...] May 2018 in [...], Spain.
92. The outcome of each of the six matches corresponded with all the parameters discussed in the contemporaneous WhatsApp messages between Mr. Sargsyan and Mr. Rivera.
93. Regarding some of the matches, Mr. Sargsyan and Mr. Rivera also exchanged screenshots of betting information, WhatsApp messages detailing payment instructions to Ms. Luini and Ms. Ferrero, and the corresponding transfers.
94. In light of the above, the ITIA brought 24 charges against Ms. Luini under Sections D.1.b (facilitation), D.1.d (contriving), D.1.f (solicitation), and D.2.a.i (non-reporting) of the TACP (2017 and 2018). The AHO upheld 22 of the charges in the Appealed Decision.
95. For each of the relevant six matches, the Panel will, first, review the evidence in the file related to the alleged charges and the arguments of the Parties; and, second, review whether the AHO rightly concluded that Ms. Luini was liable for each of the 22 offenses.
96. The Panel will apply the burden and standard of proof set out in Section VIII.A above. In summary, the Panel will assess and weigh the specific evidence available for each of the relevant matches in line with the preponderance-of-the-evidence standard set out in Section G.3. of the TACP and the CAS precedents. The Panel recalls that the ITIA is not required to bring forward an exhaustive list of specific evidentiary items in all corruption cases under the TACP. The ITIA may rely on a universe of evidence, so long as the specific evidentiary items support the alleged charges on a balance of probabilities standard.
- **Match 1: Singles match against [...] on [...] November 2017 in [...], Paraguay.**
97. Between [...] October and [...] November 2017, Mr. Sargsyan and Mr. Rivera exchanged WhatsApp messages detailing an arrangement for Ms. Luini to [...] (a) her [...] service game in the [...] set for \$2000, (b) her [...] service game in [...] set for \$1000, (c) her [...] service game in the [...] set for \$500, and (d) to [...] the [...] set [...] for \$3000, as follows:

Date / Time	Sender	Receiver	WhatsApp Message
[...]/10/2017 [...]	Mr. Rivera	Mr. Sargsyan	“For luini singles”
[...]/10/2017 [...]	Mr. Sargsyan	Mr. Rivera	“Luini single : - [...] set + [...] break > 2000 + 500 – [...] break [...] sets > 1000 + 500 – in [...] set: [...] break > 500 + 100”
[...]/11/2017 [...]	Mr. Sargsyan	Mr. Rivera	“Luini single: [...] set: [...] > 3000 + 500”
[...]/11/2017 [...]	Data file (see Figure 1 below)		List of matches including Sofia Luini v [...]

98. As indicated above, the WhatsApp messages between Mr. Sargsyan and Mr. Rivera also contained a picture of a public list of matches, extracted by the Belgian police from one of Mr. Sargsyan’s phones, which refers to Ms. Luini’s singles match against [...] in [...], Paraguay (see Figure 1 below).

**Figure 1. Belgian Police Extract from One of Mr. Sargsyan’s Phones: List of Matches.**

[...]

99. On [...] November 2017, the match scoreboard indicated Ms. Luini [...] her [...] service game in [...] set and her [...] service game in the [...] set, and [...] the [...] set [...], in line with the agreement in the WhatsApp messages between Mr. Sargsyan and Mr. Rivera. Match 1 developed as follows (the relevant points are highlighted):

**Figure 2. [...] Score Card of Match 1.**

[...]

100. Notably, the Score Card of Match 1 shows that, despite serving, Ms. Luini only [...] points in total in her [...] service game in [...] set and her [...] service game in the [...] set, and committed [...] double faults, [...] of which in the same game ([...] serve of the [...] set). In addition, Ms. Luini only [...] points in the entire [...] set, which lasted [...] minutes.

101. The Panel finds that the alignment of the (i) detailed arrangement struck in the WhatsApp messages between Mr. Rivera and Mr. Sargsyan between [...] October and [...] November 2017, which comprises multiple very concrete factors taking place over two sets, and (ii) the scoreboard of Match 1 is sufficient evidence to establish, on a balance of probabilities standard, that Ms. Luini committed the offenses alleged by the ITIA. Put simply, when contemporaneous communications between persons involved in an uncovered criminal betting activity, about highly discreet outcomes, are subsequently matched with reality, it is more likely than not that the match was fixed. Accordingly, the Panel finds that there is sufficient evidence to conclude that, more likely than not, Ms. Luini:
- i. directly or indirectly, facilitated another person to wager or attempt to wager on the outcome of Match 1 pursuant to Section D.1.b of the TACP (2017);
  - ii. contrived or attempted to contrive the outcome of Match 1 pursuant to Section D.1.d of the TACP (2017); and
  - iii. was approached by a person offering a benefit to Ms. Luini to influence the outcome of Match 1 and failed to report such incident as soon as possible pursuant to Section 2.a.i of the TACP (2017).
102. The Appellant's claims are incapable of altering the balance of evidence.
103. First, the Appellant claims that there are no betting alerts, no proof of bets being placed, no suspicious reporting by match umpires or tournament officials, and no technical analysis showing evidence of match-fixing. However, as explained above, it is not necessary for the ITIA to bring forward an exhaustive list of specific evidentiary items. Instead, the question is whether the evidence at hand is sufficient to uphold an adverse finding against the Appellant on the balance of probabilities. For the reasons mentioned above, the Panel finds the evidence sufficient.
104. Second, the Appellant claims that, in Match 1, Ms. Luini was [...], which means that it was reasonable for gambling activity to be made against Ms. Luini. However, the Panel notes that Ms. Luini's *general* losing record or unfavourable odds against her opponents do not explain why her actions and the match scoreboard aligned perfectly with the *specific* factors arranged in the WhatsApp messages between Mr. Sargsyan and Mr. Rivera (e.g., losing particular service games across sets or losing a specific set with a particular scoreboard).
105. In light of the foregoing, the Panel upholds the Appealed Decision's findings in relation to Match 1.
- **Match 2: Singles match against [...] on [...] November 2017 in [...], Brazil.**

106. On [...] November 2017, Mr. Sargsyan and Mr. Rivera exchanged WhatsApp messages detailing an arrangement for Ms. Luini to [...] her [...] service game in [...] set of the match for \$1,200, as follows (emphasis added):

Date / Time	Sender	Receiver	WhatsApp Message
[...]/11/2017 [...]	Mr. Rivera	Mr. Sargsyan	“What about torre and luni?”
[...]/11/2017 [...]	Mr. Rivera	Mr. Sargsyan	“Brother confirm luni [...] break [...] set”
[...]/11/2017 [...]	Mr. Sargsyan	Mr. Rivera	“Ok –”
[...]/11/2017 [...]	Mr. Rivera	Mr. Sargsyan	“So for now we have Torre 500 +200 And luni 1000+ 500 Please confirm”
[...]/11/2017 [...]	Mr. Sargsyan	Mr. Rivera	“I just wait for ferrero”
[...]/11/2017 [...]	Mr. Sargsyan	Mr. Rivera	“Torre : in [...] set , [...] break Luini : [...] break [...] sets Ferrero :”
[...]/11/2017 [...]	Data file (see Figure 3 below)		Screenshot of betting opportunity for Match 2
[...]/11/2017 [...]	Mr. Rivera	Mr. Sargsyan	“Yes”
[...]/11/2017 [...]	Mr. Rivera	Mr. Sargsyan	“Yes <u>Luni ask</u> if is possible 600 [...] break Because she [...]??”
[...]/11/2017 [...]	Mr. Rivera	Mr. Sargsyan	“ <u>She ask</u> because [...] it [...] in the tournament”

[...]/11/2017 [...]	Mr. Sargsyan	Mr. Rivera	“ <u>Tell her ok this time</u> ”
[...]/11/2017 [...]	Mr. Sargsyan	Mr. Rivera	“[...] break [...] sets > 1200 + 500”
[...]/11/2017 [...]	Mr. Rivera	Mr. Sargsyan	“Ok <u>I will tell</u> And now just waiting for Ferrero”

107. As indicated above, the WhatsApp messages between Mr. Sargsyan and Mr. Rivera also contained a screenshot of a betting opportunity, extracted by the Belgian police from one of Mr. Sargsyan’s phones, which refers to Ms. Luini’s singles match against [...] in [...], Brazil (see Figure 3 below).

**Figure 3. Belgian Police Extract from One of Mr. Sargsyan’s Phones: Betting Opportunity.**

[...]

108. On [...] November 2017, the match scoreboard indicated Ms. Luini [...] her [...] service game in [...] of the match, in line with the agreement in the WhatsApp messages between Mr. Sargsyan and Mr. Rivera. Match 2 developed as follows (the relevant points are highlighted):

**Figure 4. [...] Score Card of Match 2.**

[...]

109. Notably, the Score Card of Match 2 shows that, despite serving, Ms. Luini only [...] points in total in her [...] service game in [...] set. Ms. Luini also committed [...] double faults in total in her [...] service game in [...] set, [...] of which took place in the same game ([...] service game of the [...] set).
110. The Panel finds that the alignment of the (i) detailed arrangement struck in the WhatsApp messages between Mr. Rivera and Mr. Sargsyan on [...] November 2017, which comprises a very concrete factor taking place in [...] sets, and (ii) the scoreboard of Match 2 is sufficient evidence to establish, on a balance of probabilities standard, that Ms. Luini committed the offenses alleged by the ITIA. Put simply, when contemporaneous communications between persons involved in an uncovered criminal

betting activity, about discreet outcomes, are subsequently and perfectly matched with reality, it is more likely than not that the match was fixed.

111. In addition, there is further corroborating evidence in relation to Match 2 concerning contemporaneous communications between Mr. Rivera and Mr. Sargsyan that refer to Mr. Rivera's discussions with Ms. Luini (see paragraph 106 above: "*Luni ask*"; "*She ask*"; "*Tell her*"). The Panel notes that there is no reasonable explanation as to why these individuals would be exchanging contemporaneous messages referring to direct talks with Ms. Luni. The Panel is also entirely unconvinced by the Appellant's suggestion that Mr. Rivera was potentially "scamming" Mr. Sargsyan, which submission is entirely speculative and totally unsubstantiated; moreover, that speculation is also contradicted by the discussed alignment of proposed outcomes with the actual results. The Panel also notes that, in CAS 2021/A/8531, the CAS found that the terms of the messages (which are comparable to the present case) between Mr. Sargsyan and the intermediary in that case (Mr. Rachidi) indicated that the investigated players (Mr. Khalil, Mr. El Mesbahi and Mr. Kilani) were directly involved in the discussions regarding the terms of the fix (see CAS 2021/A/8531, paragraphs 125, 130, 134, 137 and 145). In particular, the CAS found that:

- "*[...] the messages show that Mr. El Mesbahi and Mr. Kilani were involved in the discussions regarding the terms of the fix since [Mr. Rachidi] made a counter offer to [Mr. Sargsyan] on behalf of Mr. El Mesbahi and Mr. Kilani, to whom he referred several times as "they" or "them"*" (para. 125).
- "*[...] the messages show that Mr. El Mesbahi and Mr. Kilani were directly involved in the negotiations of the terms of the fix since [Mr. Rachidi] made a counter offer to [Mr. Sargsyan] on behalf of Mr. El Mesbahi and/or Mr. Kilani, according to which "For the double he asks Hirs 800 + 400", "he" referring to either Mr. Kilani or Mr. El Mesbahi; later, [Mr. Rachidi] confirmed that he would check whether Mr. Kilani and Mr. El Mesbahi accepted the terms of [Mr Sargsyan's] final offer, saying "I'm checking with them", them undoubtedly referring to Mr. El Mesbahi and Mr. Kilani. [...]"* (para. 130).
- "*[...] In the Panel's view, there is no doubt that Mr. Kilani was also involved in the fixing of said match. Indeed, the fact that [Mr. Rachidi] made a counter offer to [Mr. Sargsyan] on behalf of Mr. El Mesbahi and Mr. Kilani, to whom he referred several times as "they" or "them", clearly shows that Mr. Kilani was involved in the discussions regarding the conditions of the fix next to Mr. El Mesbahi. [...]"* (para. 134).
- "*[...] In particular, the fact that [Mr. Rachidi] would check whether Mr. Kilani and Mr. El Mesbahi accepted the terms of [Mr. Sargsyan's] final offer, saying "I'm checking with them", "them" undoubtedly referring to Mr. EL Mesbahi and Mr. Kilani, before confirming their final agreement with [Mr. Sargsyan],*

*shows that Mr. Kilani was involved in the determination of the conditions for the fix, next to Mr. El Mesbahi” (para. 137).*

- “[...] *In addition, the above WhatsApp messages clearly show that Mr. Khalil was directly involved in the negotiations regarding the amount due for the fix, since [Mr. Rachidi] informed [Mr. Sargsyan] that Mr. Khalil was not happy about the first offer, leading [Mr. Sargsyan] to make a new offer to contrive the outcome of said match. Hence, it is, in the Panel’s view, clear that Mr. Khalil was directly involved in the negotiation of the amount due as compensation for the fix. This evidence, which the Panel finds highly convincing [...]*” (para. 145).

112. Accordingly, the Panel finds that there is sufficient evidence to conclude that, more likely than not, Ms. Luini:
- i. directly or indirectly, facilitated another person to wager or attempt to wager on the outcome of Match 2 pursuant to Section D.1.b of the TACP (2017);
  - ii. contrived or attempted to contrive the outcome of Match 2 pursuant to Section D.1.d of the TACP (2017); and
  - iii. was approached by a person offering a benefit to Ms. Luini to influence the outcome of Match 2 and failed to report such incident as soon as possible pursuant to Section 2.a.i of the TACP (2017).
113. The Appellant’s claims are incapable of altering the balance of evidence.
114. First, the Appellant claims that there are no betting alerts, no proof of bets being placed, and no suspicious reporting by match umpires or tournament officials. However, as explained above, it is not necessary for the ITIA to bring forward an exhaustive list of specific evidentiary items. Instead, the question is whether the evidence at hand is sufficient to uphold an adverse finding against the Appellant on the balance of probabilities. For the reasons mentioned above, the Panel finds the evidence sufficient.
115. Second, the Appellant claims the ITIA did not analyse whether Ms. Luini’s double faults were pivotal to the games involved, explaining that Ms. Luini record shows that she was having difficulty with her serve that day. The Panel finds that the ITIA had no uniform obligation to assess Ms. Luini’s double-fault record. The Panel reiterates that the arrangement discussed in the WhatsApp messages in relation to Match 2 was highly discrete and corresponded perfectly with the actual results. That evidence alone is sufficient to uphold the adverse finding against the athlete on the balance of probabilities. This is even more so when that evidence is further corroborated by contemporaneous messages specifically indicating direct talks with Ms. Luini at the time.

116. In light of the foregoing, the Panel upholds the Appealed Decision’s findings in relation to Match 2.

– **Match 3: Singles match against [...] on [...] December 2017 in [...], Brazil**

117. On 1 December 2017, Mr. Sargsyan and Mr. Rivera exchanged WhatsApp messages detailing an arrangement for Ms. Luini to [...] (a) the [...] set [...] and (b) her [...] service game in the [...] set for \$3000, as follows:

Date / Time	Sender	Receiver	WhatsApp Message
[...]/12/2017 [...]	Data file (see Figure 5 below)		List of matches including Sofia Luini v [...]
[...]/12/2017 [...]	Mr. Sargsyan	Mr. Rivera	“Luini single : [...] set : [...] > 1500 + 500 [...] > 2000 + 500 [...] > 2500 + 500 [...] break [...] sets >800 + 400”
[...]/12/2017 [...]	Mr. Sargsyan	Mr. Rivera	“In [...] set : [...] break > 500 + 100”
[...]/12/2017 [...]	Mr. Rivera	Mr. Sargsyan	“Can luni do [...] plus one break on [...] set ?? And second question Can you offer for full match ? [...]”
[...]/12/2017 [...]	Mr. Sargsyan	Mr. Rivera	“Full match no”
[...]/12/2017 [...]	Mr. Sargsyan	Mr. Rivera	“But i can do [...] set : [...] + in [...] set : [...] break >3000 + 500”
[...]/12/2017 [...]	Data file (see Figure 6 below)		Screenshot of betting opportunity for Match 3
[...]/12/2017 [...]	Mr. Sargsyan	Mr. Rivera	“Oki ;)”

[...]/12/2017 [...]	Mr. Sargsyan	Mr. Rivera	“[...] set : [...] In [...] set : [...] break”
[...]/12/2017 [...]	Mr. Rivera	Mr. Sargsyan	“Yes”
[...]/12/2017 [...]	Mr. Sargsyan	Mr. Rivera	“Confirmed”

118. As indicated above, the WhatsApp messages between Mr. Sargsyan and Mr. Rivera also contained a picture of a public list of matches and a screenshot of a betting opportunity, both extracted by the Belgian police from one of Mr. Sargsyan’s phones, which refer to Ms. Luini’s match against [...] in [...], Brazil (see Figures 5-6 below).

**Figure 5. Belgian Police Extract from One of Mr. Sargsyan’s Phones: List of Matches.**

[...]

**Figure 6. Belgian Police Extract from One of Mr. Sargsyan’s Phones: Betting Opportunity.**

[...]

119. On [...] December 2017, the match scoreboard indicated Ms. Luini [...] the [...] [...] and her [...] service game in the [...] set, in line with the agreement in the WhatsApp messages between Mr. Sargsyan and Mr. Rivera. Match 3 developed as follows (the relevant points are highlighted):

**Figure 7. [...] Score Card of Match 3.**

[...]

120. Notably, the Score Card of Match 3 shows that Ms. Luini [...] the [...] set [...], only making [...] points in total in the entire set, which lasted [...] minutes. Ms. Luini also made [...] double faults in the [...] set, [...] per serving game.
121. Soon after the outcome of Match 3, on 11 December 2017, Mr. Sargsyan and Mr. Rivera exchanged WhatsApp messages detailing payment instructions from the former to Ms. Luini specifically via [...], as follows:

Date / Time	Sender	Receiver	WhatsApp Message
[...]/12/2017  [...]	Mr. Rivera	Mr. Sargsyan	“Brother for Ferrero : [...] argentina 800 For luni : [...] (wester unión if is possible ) 3300”

122. Only [...] days later, on [...] December 2017, [...] sent a MoneyGram transfer of \$3,300 to [...], matching the payment instructions between Mr. Sargsyan and Mr. Rivera (see Figure 8).

**Figure 8. Belgian Police Extract from One of Mr. Sargsyan’s Phones: MoneyGram Transfer.**

[...]

123. The Panel finds that (a) the alignment of the (i) detailed arrangement struck in the WhatsApp messages between Mr. Rivera and Mr. Sargsyan on 1 December 2017, which comprises two very concrete factors taking place in [...] sets, and (ii) the scoreboard of Match 3; (b) the subsequent WhatsApp messages from Mr. Rivera to Mr. Sargsyan on [...] December 2017 indicating payment instructions to Ms. Luini specifically; and (c) the MoneyGram transfer on [...] December 2017 extracted by the Belgian police from one of Mr. Sargsyan’s phones matching the payment instructions, are sufficient evidence to establish, on a balance of probabilities standard, that Ms. Luini committed the offenses alleged by the ITIA. Put simply, when contemporaneous communications between persons involved in an uncovered criminal betting activity, about discreet outcomes, are subsequently matched with reality, it is more likely than not that the match was fixed.
124. Accordingly, the Panel finds that, considered altogether, there is sufficient evidence to conclude that, more likely than not, Ms. Luini:
- i. directly or indirectly, facilitated another person to wager or attempt to wager on the outcome of Match 3 pursuant to Section D.1.b of the TACP (2017);
  - ii. contrived or attempted to contrive the outcome of Match 3 pursuant to Section D.1.d of the TACP (2017);
  - iii. was approached by a person offering a benefit to Ms. Luini to influence the outcome of Match 3 and failed to report such incident as soon as possible pursuant to Section 2.a.i of the TACP (2017).
125. The Appellant’s claims are incapable of altering the balance of evidence.

126. First, the Appellant claims that there are no betting alerts, no proof of bets being placed, no suspicious reporting by match umpires or tournament officials, and no technical analysis showing evidence of match-fixing. However, as explained above, it is not necessary for the ITIA to bring forward an exhaustive list of specific evidentiary items. Instead, the question is whether the evidence at hand is sufficient to uphold an adverse finding against the Appellant on the balance of probabilities. For the reasons mentioned above, the Panel finds the evidence sufficient.
127. Second, the Appellant claims that, in Match 3, Ms. Luini was unranked, ranked lower than her opponent or with recent history of losses against her opponent, which means that it was reasonable for gambling activity to be made against Ms. Luini. However, the Panel notes that Ms. Luini's *general* losing record or unfavourable odds against her opponents do not explain why her actions and the match scoreboard perfectly aligned with the *specific* factors arranged in the WhatsApp messages between Mr. Sargsyan and Mr. Rivera (e.g., losing particular service games in a specific set or losing a specific set with a particular scoreboard).
128. Third, the Appellant claims that the AHO did not take into account that, at the beginning of the [...] set, Ms. Luini [...]. The Panel notes that a part of the arrangement of the WhatsApp messages refers to Ms. Luini [...] the [...] set [...], whereas the said medical assistance allegedly took place later at the beginning of the [...] set. Also, the Appellant has not demonstrated how the alleged medical assistance impacted on Ms Luini and, in particular, affected Ms. Luini in [...] her [...] service game in the [...] set specifically.
129. Moreover, the Panel finds that there is sufficient evidence to conclude that, more likely than not, Ms. Luini directly or indirectly, solicited or accepted a benefit with the intention of negatively influencing her best efforts in Match 3 pursuant to Section D.1.f of the TACP (2017).
130. First, the Appellant claims that there is no arithmetical correspondence between (i) the amount of \$3,000 agreed by Mr. Sargsyan and Mr. Rivera in the WhatsApp messages of [...] December 2017 and (ii) the MoneyGram transfer of \$3,300 on [...] December 2017. However, the Panel finds that the discrepancy, as ITIA's investigator Mr. Boyd explained, could be due to various reasons, e.g., the amount could potentially include payments for other fixed matches that went on undiscovered by the investigation (batch payments). Moreover, the Panel notes that Mr. Rivera's payment instructions to Mr. Sargsyan in the WhatsApp messages of [...] December 2017 state an updated figure of "3300" "*For luni*" that is aligned with the MoneyGram transfer of \$3,300 made on [...] December 2017. These events all took place in close chronological succession.
131. Second, the Appellant claims that the sender of the payment, [...], is not mentioned or included in any of the Belgian Police's investigation reports or in the Flanders Court sentencing of Mr. Sargsyan as individuals linked to the latter's criminal organization. However, the Panel finds it sufficient evidence that the Belgian police extracted from

one of Mr. Sargsyan's phones a picture of a MoneyGram transfer from [...] matching the WhatsApp messages between Mr. Sargsyan and Mr. Rivera on [...] December 2017 (see Figure 8 above).

132. Third, the Appellant claims the payments submitted by the ITIA were sent to persons that have no direct relationship with Ms. Luini; particularly, the Appellant argues that the ITIA provided no proof of link between Ms. Luini and [...].
133. The Panel recalls that the relevant question is whether the ITIA proved that Ms. Luini committed the alleged offenses based on a balance of probabilities standard. The Panel recalls in this regard that “[i]n a case involving alleged acts of corruption like the present one, circumstantial evidence may be especially pertinent since [...] ‘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’” (see CAS 2021/A/8531, paragraph 90 and the case law cited; CAS 2020/A/7596, paragraph 181 and the case law cited; see also, in the same sense, judgment of the Swiss Federal Tribunal of 26 April 2023, 4A\_486/2022, paragraph 8.2).
134. Against this background, the Panel notes that (i) the WhatsApp messages between Mr. Rivera and Mr. Sargsyan of [...] December 2017 discussing an arrangement for Ms. Luini to lose certain games in exchange for compensation; (ii) the WhatsApp messages between Mr. Rivera and Mr. Sargsyan of [...] December 2017 discussing the payment instructions addressed to Ms. Luini specifically via [...] (“For luni : [...]); and (iii) the MoneyGram transfer only [...] days later, on [...] December 2017, extracted by the Belgian police from one of Mr. Sargsyan's phones matching the payment instructions, are sufficient evidence to establish, on a balance of probabilities standard, that Ms. Luini directly or indirectly, solicited or accepted a benefit with the intention of negatively influencing her best efforts in Match 3 pursuant to Section D.1.f of the TACP (2017). Put simply, even absent direct evidence of an association between Ms. Luini and [...], the stated evidence is sufficient to uphold the finding of a breach of Section D.1.f of the TACP (2018) on the balance of probabilities.
135. For completeness, and while not necessary for the above finding, the Panel notes [...] was known to Ms Luini at the relevant time. As Ms. Luini's remarks in her Appeal Brief, “Sofia Luini has indeed interacted with [...] numerous times in the tour, they [...] and played in many of the same tournaments and, as is customary, at times players of the [...] in the tour may share some time off-court [...]” (Appeal Brief, p. 18).
136. In light of the foregoing, the Panel upholds the Appealed Decision's findings in relation to Match 3.

– **Match 4: Singles match against [...] on [...] April 2018 in [...], Argentina.**

137. On [...] April 2018, Mr. Sargsyan and Mr. Rivera exchanged WhatsApp messages detailing an arrangement for Ms. Luini to [...] her [...] service game in the [...] set of the match for \$500, as follows:

Date / Time	Sender	Receiver	WhatsApp Message
[...]/04/2018 [...]	Mr. Sargsyan	Mr. Rivera	“Luini single : - [...] set + [...] break > 2000 + 500 - 2-0 + [...] break [...] sets > 3500 + 500 - [...] set : [...] > 3000 + 500 - in [...] set : [...] break > 500 + 200 - [...] break [...] sets > 1000 + 500”
[...]/04/2018 [...]	Mr. Rivera	Mr. Sargsyan	“Bro so [...] set , [...] time she serve break for 500”
[...]/04/2018 [...]	Mr. Sargsyan	Mr. Rivera	“Yes”
[...]/04/2018 [...]	Data file (see Figure 9 below)		Screenshot of betting opportunity for Match 4
[...]/04/2018 [...]	Data file (see Figure 10 below)		Screenshot of betting opportunity for Match 4

138. As indicated above, the WhatsApp messages between Mr. Sargsyan and Mr. Rivera also contained two screenshots of the same betting opportunity, extracted by the Belgian police from one of Mr. Sargsyan’s phones, which refers to Ms. Luini’s match against [...] in [...], Argentina (see Figures 9-10 below).

**Figure 9. Belgian Police Extract from One of Mr. Sargsyan’s Phones: Betting Opportunity (1/2).**

[...]

**Figure 10. Belgian Police Extract from One of Mr. Sargsyan’s Phones: Betting Opportunity (Copy) (2/2).**

[...]

139. On [...] April 2018, the match scoreboard indicated Ms. Luini [...] her [...] service game in the [...] set of the match, in line with the agreement in the WhatsApp messages between Mr. Sargsyan and Mr. Rivera. Match 4 developed as follows (the relevant points are highlighted):

**Figure 11. [...] Score Card of Match 4.**

[...]

140. Notably, the Score Card of Match 4 shows that, despite serving, Ms. Luini [...] a single point of her [...] service game in the [...] set. This contrasts with the rest of the match, in which Ms. Luini [...] all of her other service games. Ms. Luini also [...] the match [...] and [...].
141. Only [...] days after the outcome of Match 4, on [...] April 2018, Mr. Sargsyan and Mr. Rivera exchanged WhatsApp messages detailing payment instructions from the former to Ms. Luini specifically, as follows:

Date / Time	Sender	Receiver	WhatsApp Message
[...]/04/2018	Mr. Rivera	Mr. Sargsyan	“Hi bro this is name for luni”
[...]			

142. On the same day, on [...] April 2018, [...] sent a MoneyGram transfer of \$500 to [...], matching the payment instructions between Mr. Sargsyan and Mr. Rivera (see Figure 12).

**Figure 12. Belgian Police Extract from One of Mr. Sargsyan’s Phones: MoneyGram Transfer.**

[...]

143. The Panel finds that (a) the alignment of the (i) detailed arrangement struck in the WhatsApp messages between Mr. Rivera and Mr. Sargsyan on [...] April 2018, which comprises a very concrete factor, and (ii) the scoreboard of Match 4; (b) the subsequent WhatsApp messages from Mr. Rivera to Mr. Sargsyan on [...] April 2018 indicating payment instructions to Ms. Luini specifically; and (c) the MoneyGram transfer on the same day on [...] April 2018 extracted by the Belgian police from one of Mr. Sargsyan’s phones matching the original arrangement and the payment instructions, are sufficient evidence to establish, on a balance of probabilities standard, that Ms. Luini committed the offenses alleged by the ITIA. Put simply, when contemporaneous communications

between persons involved in an uncovered criminal betting activity, about discrete outcomes, are subsequently matched with reality, it is more likely than not that the match was fixed.

144. Accordingly, the Panel finds that, considered altogether, there is sufficient evidence to conclude that, more likely than not, Ms. Luini:
- i. directly or indirectly, facilitated another person to wager or attempt to wager on the outcome of Match 4 pursuant to Section D.1.b of the TACP (2018);
  - ii. contrived or attempted to contrive the outcome of Match 4 pursuant to Section D.1.d of the TACP (2018);
  - iii. was approached by a person offering a benefit to Ms. Luini to influence the outcome of Match 4 and failed to report such incident as soon as possible pursuant to Section 2.a.i of the TACP (2018).
145. The Appellant's claims are incapable of altering the balance of evidence.
146. First, the Appellant claims that there are no betting alerts, no proof of bets being placed, no suspicious reporting by match umpires or tournament officials, and no technical analysis showing evidence of match-fixing. However, as explained above, it is not necessary for the ITIA to bring forward an exhaustive list of specific evidentiary items. Instead, the question is whether the evidence at hand is sufficient to uphold an adverse finding against the Appellant on the balance of probabilities. For the reasons mentioned above, the Panel finds the evidence sufficient.
147. Second, the Appellant claims that, in Match 4, Ms. Luini was unranked, ranked lower than her opponent or with recent history of losses against her opponent, which means that it was reasonable for gambling activity to be made against Ms. Luini. However, the Panel notes that Ms. Luini's *general* losing record or unfavourable odds against her opponents do not explain why her actions and the match scoreboard aligned with the *specific* factors arranged in the WhatsApp messages between Mr. Sargsyan and Mr. Rivera (e.g., losing particular service game in a specific set).
148. Third, the Appellant claims the scorecard shows only [...] double fault, in the [...] point of the game, which is absolutely non-pivotal and far from the threshold for suspicious play of tennis. The Panel finds the Appellant's claim must be summarily rejected because it is vague and, in any event, does not concern Ms. Luini's conduct during the scope of the arrangement, i.e., the [...] service game in the [...] set, where Ms. Luini also committed a double fault.
149. Moreover, the Panel finds that there is sufficient evidence to conclude that, more likely than not, Ms. Luini directly or indirectly, solicited or accepted a benefit with the

intention of negatively influencing her best efforts in Match 4 pursuant to Section D.1.f of the TACP (2017):

150. First, the Appellant claims that the sender of the payment, [...], is not mentioned or included in any of the Belgian Police's investigation reports or in the Flanders Court sentencing of Mr. Sargsyan as individuals linked to the latter's criminal organization. However, the Panel finds it is sufficient evidence that the Belgian police extracted from one of Mr. Sargsyan's phone a picture of a MoneyGram transfer from [...] matching the WhatsApp messages between Mr. Sargsyan and Mr. Rivera on [...] and [...] April 2018 (see Figure 12 above).
151. Second, the Appellant claims the payments submitted by the ITIA were sent to persons that have no direct relationship with Ms. Luini; particularly, the Appellant argues that the ITIA provided no proof of link between Ms. Luini and [...].
152. The Panel recalls that the relevant question is whether the ITIA proved that Ms. Luini committed the alleged offenses based on a balance of probabilities standard. The Panel recalls in this regard that “[i]n a case involving alleged acts of corruption like the present one, circumstantial evidence may be especially pertinent since [...] ‘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’” (see CAS 2021/A/8531, paragraph 90 and the case law cited; CAS 2020/A/7596, paragraph 181 and the case law cited; see also, in the same sense, judgment of the Swiss Federal Tribunal of 26 April 2023, 4A\_486/2022, paragraph 8.2).
153. Against this background, the Panel notes that (i) the WhatsApp messages between Mr. Rivera and Mr. Sargsyan of [...] April 2018 discussing an arrangement for Ms. Luini to lose a certain game in exchange for compensation; (ii) the WhatsApp messages between Mr. Rivera and Mr. Sargsyan of [...] April 2018 discussing the payment instructions addressed to Ms. Luini specifically; and (iii) the MoneyGram transfer on the same day, on [...] April 2018, extracted by the Belgian police from one of Mr. Sargsyan's phones matching the original arrangement and the payment instructions, are sufficient evidence to establish, on a balance of probabilities standard, that Ms. Luini directly or indirectly, solicited or accepted a benefit with the intention of negatively influencing her best efforts in Match 4 pursuant to Section D.1.f of the TACP (2018). Put simply, even absent direct evidence of an association between Ms. Luini and [...], the stated evidence is sufficient to uphold the finding of a breach of Section D.1.f of the TACP (2018) on the balance of probabilities.
154. In light of the foregoing, the Panel upholds the Appealed Decision's findings in relation to Match 4.
  - **Match 5: Doubles match (partnering with Ms. Ferrero) against [...] and [...] on [...] December 2017 in [...], Brazil.**

155. On [...] December 2017, Mr. Sargsyan and Mr. Rivera exchanged WhatsApp messages detailing an arrangement for Ms. Luini and Ms. Ferrero to [...] the [...] set at a score of [...] for an agreed payment of \$2,000, as follows (emphasis added):

Date / Time	Sender	Receiver	WhatsApp Message
[...]/12/2017 [...]	Mr. Rivera	Mr. Sargsyan	“Doubles ??”
[...]/12/2017 [...]	Data file (see Figure 13 below)		Screenshot of players and schedule of Match 5
[...]/12/2017 [...]	Mr. Sargsyan	Mr. Rivera	“I can do”
[...]/12/2017 [...]	Mr. Rivera	Mr. Sargsyan	“Offer”
[...]/12/2017 [...]	Mr. Sargsyan	Mr. Rivera	“[...] set: [...] > 2000 + 500”
[...]/12/2017 [...]	Mr. Rivera	Mr. Sargsyan	(audio) “ <u>She asks</u> to do something else because the match is at [...] court and there will be many people. [...] also”
[...]/12/2017 [...]	Mr. Sargsyan	Mr. Rivera	“[...] set: [...] > 2000 + 500”
[...]/12/2017 [...]	Mr. Sargsyan	Mr. Rivera	“[...] also”
[...]/12/2017 [...]	Mr. Rivera	Mr. Sargsyan	“ <u>Asking her partner</u> ”
[...]/12/2017	Mr. Sargsyan	Mr. Rivera	“What <u>they</u> want to do ?”

[...]			
[...]/12/2017	Mr. Rivera	Mr. Sargsyan	(audio) “a more simple tric the matches with? Or you ask [...] or break?? This is worth 3000\$”

156. As indicated above, the WhatsApp messages between Mr. Sargsyan and Mr. Rivera also contained a screenshot of a public list of matches, extracted by the Belgian police from one of Mr. Sargsyan’s phones, which refers to Ms. Luini’s and Ms. Ferrero’s doubles match against [...] and [...] on [...] December 2017 in [...], Brazil (see Figure 13 below).

**Figure 13. Belgian Police Extract from One of Mr. Sargsyan’s Phones: List of Matches.**

[...]

157. On [...] December 2017, the match scoreboard indicated Ms. Luini and Ms. Ferrero [...] the [...] set at a score of [...], in line with the agreement in the WhatsApp messages between Mr. Sargsyan and Mr. Rivera. Match 5 developed as follows (the relevant points are highlighted):

**Figure 14. [...] Score Card of Match 5.**

[...]

158. Notably, the outcome of the [...] set ([...]) corresponds with the terms of the agreement between Mr. Rivera and Mr. Sargsyan. The Panel also highlights that Match 5, being a doubles match, as opposed to an individual match, required a certain level of coordination between the doubles partners to meet the very concrete terms of the arrangement discussed in the WhatsApp messages.
159. Soon after the outcome of Match 5, on [...] December 2017, Mr. Sargsyan and Mr. Rivera exchanged WhatsApp messages detailing payment instructions from the former to Ms. Luini and Ms. Ferrero specifically via [...] and [...] respectively, as follows:

Date / Time	Sender	Receiver	WhatsApp Message
[...]/12/2017  [...]	Mr. Rivera	Mr. Sargsyan	“[...] for Ferrero : [...] argentina 800 For luni : [...] (wester unión if is possible ) 3300”

160. Only [...] day later, on [...] December 2017, [...] made a MoneyGram transfer of \$800 to [...], matching the payment instructions between Mr. Sargsyan and Mr. Rivera (see Figure 15 below).

**Figure 15. Belgian Police Extract from One of Mr. Sargsyan's Phones: MoneyGram Transfer.**

[...]

161. On [...] December 2017, at [...], Mr. Rivera inquired of Mr. Sargsyan about Ms. Luini's missing payment as follows: "Yes just need 3k [...] 3k torre [...] 3300 luni And 1k [...] I think right ?"
162. Again, only [...] day later, on [...] December 2017, [...] made a MoneyGram transfer of \$3,300 to [...], matching the payment instructions between Mr. Sargsyan and Mr. Rivera (see Figure 16 below).

**Figure 16. Belgian Police Extract from One of Mr. Sargsyan's Phones: MoneyGram Transfer.**

[...]

163. The Panel finds that (a) the alignment of the (i) detailed arrangement struck in the WhatsApp messages between Mr. Rivera and Mr. Sargsyan on [...] December 2017, which comprises a very concrete factor, and (ii) the scoreboard of Match 5, which required coordination between the doubles partners; (b) the subsequent WhatsApp messages from Mr. Rivera to Mr. Sargsyan on [...] December 2017 indicating payment instructions to Ms. Luini and Ms. Ferrero specifically; and (c) the two MoneyGram transfers executed on the following days on [...] December 2017 extracted by the Belgian police from one of Mr. Sargsyan's phones matching the payment instructions, are sufficient evidence to establish, on a balance of probabilities standard, that Ms. Luini committed the offenses alleged by the ITIA.
164. Moreover, the CAS has previously relied on the fact that a player, other than the one subject to the arbitration proceedings, was found guilty of having fixed certain aspects of the same match and did not appeal such decision, as a relevant indicium to support the liability of the player subject to the arbitration proceedings (e.g., CAS 2021/A/8531, paragraph 153). Therefore, the connected precedent *ITIA v Ferrero*, where the AHO found that Ms. Ferrero breached Sections D.1.b, D.1.d, D.1.f and D.2.a.i of the TACP (2017) for Match 5 and which Ms. Ferrero did not appeal, provides relevant additional contextual evidence.
165. Furthermore, evidence on file from Match 5 includes references to direct talks with Ms. Luini (see paragraph 155 above: "*She asks*"; "*Asking her partner*"; "*they*"). In this

regard, the Panel notes that, in CAS 2021/A/8531, the CAS found that the terms of the messages (which are comparable to the present case) between Mr. Sargsyan and the intermediary (Mr. Rachidi) indicated that the investigated players (Mr. Khalil, Mr. El Mesbahi and Mr. Kilani) were directly involved in the discussions regarding the terms of the fix (see CAS 2021/A/8531, paragraphs 125, 130, 134, 137 and 145). In particular, the CAS found that:

- “[...] the messages show that Mr. El Mesbahi and Mr. Kilani were involved in the discussions regarding the terms of the fix since [Mr. Rachidi] made a counter offer to [Mr. Sargsyan] on behalf of Mr. El Mesbahi and Mr. Kilani, to whom he referred several times as “they” or “them”” (para. 125).
- “[...] the messages show that Mr. El Mesbahi and Mr. Kilani were directly involved in the negotiations of the terms of the fix since [Mr. Rachidi] made a counter offer to [Mr. Sargsyan] on behalf of Mr. El Mesbahi and/or Mr. Kilani, according to which “For the double he asks Hirs 800 + 400”, “he” referring to either Mr. Kilani or Mr. El Mesbahi; later, [Mr. Rachidi] confirmed that he would check whether Mr. Kilani and Mr. El Mesbahi accepted the terms of [Mr. Sargsyan’s] final offer, saying “I’m checking with them”, them undoubtedly referring to Mr. El Mesbahi and Mr. Kilani. [...]” (para. 130).
- “[...] In the Panel’s view, there is no doubt that Mr. Kilani was also involved in the fixing of said match. Indeed, the fact that [Mr. Rachidi] made a counter offer to [Mr. Sargsyan] on behalf of Mr. El Mesbahi and Mr. Kilani, to whom he referred several times as “they” or “them”, clearly shows that Mr. Kilani was involved in the discussions regarding the conditions of the fix next to Mr. El Mesbahi. [...]” (para. 134).
- “[...] In particular, the fact that [Mr. Rachidi] would check whether Mr. Kilani and Mr. El Mesbahi accepted the terms of [Mr. Sargsyan’s] final offer, saying “I’m checking with them”, “them” undoubtedly referring to Mr. EL Mesbahi and Mr. Kilani, before confirming their final agreement with [Mr. Sargsyan], shows that Mr. Kilani was involved in the determination of the conditions for the fix, next to Mr. El Mesbahi” (para. 137).
- “[...] In addition, the above WhatsApp messages clearly show that Mr. Khalil was directly involved in the negotiations regarding the amount due for the fix, since [Mr. Rachidi] informed [Mr. Sargsyan] that Mr. Khalil was not happy about the first offer, leading [Mr. Sargsyan] to make a new offer to contrive the outcome of said match. Hence, it is, in the Panel’s view, clear that Mr. Khalil was directly involved in the negotiation of the amount due as compensation for the fix. This evidence, which the Panel finds highly convincing [...]” (para. 145).

166. Accordingly, the Panel finds that, considered altogether, there is sufficient evidence to conclude that, more likely than not, Ms. Luini:
- i. directly or indirectly, facilitated another person to wager or attempt to wager on the outcome of Match 5 pursuant to Section D.1.b of the TACP (2017);
  - ii. contrived or attempted to contrive the outcome of Match 5 pursuant to Section D.1.d of the TACP (2017);
  - iii. was approached by a person offering a benefit to Ms. Luini to influence the outcome of Match 5 and failed to report such incident as soon as possible pursuant to Section 2.a.i of the TACP (2017).
167. The Appellant's claims are incapable of altering the balance of evidence.
168. First, the Appellant claims that there are no betting alerts, no proof of bets being placed, no suspicious reporting by match umpires or tournament officials, and no technical analysis showing evidence of match-fixing. However, as explained above, it is not necessary for the ITIA to bring forward an exhaustive list of specific evidentiary items. Instead, the question is whether the evidence at hand is sufficient to uphold an adverse finding against the Appellant on the balance of probabilities. For the reasons mentioned above, the Panel finds the evidence sufficient.
169. Second, the Appellant claims that, in Match 5, Ms. Luini was unranked, ranked lower than her opponent or with recent history of losses against her opponent, which means that it was reasonable for gambling activity to be made against Ms. Luini. However, the Panel notes that Ms. Luini's *general* losing record or unfavourable odds against her opponents do not explain why her actions and the match scoreboard aligned with the *specific* factors arranged in the WhatsApp messages between Mr. Sargsyan and Mr. Rivera (e.g., losing a specific set with a specific score).
170. Third, the Appellant claims that Ms. Luini could not have committed the alleged offenses under the TACP (2017) because Match 5 was a [...] match for a tournament championship and fixing that match would have been against the logic of athletes being competitive. The Appellant's claim must be dismissed. The arranged factor consisted of [...] the [...] set [...], which therefore did not preclude Ms. Luini and Ms. Ferrero from still [...] the match and [...] by [...] sets. Moreover, the audio WhatsApp message from Mr. Rivera to Mr. Sargsyan on [...] December 2017 indicates they took into account the fact that Match 5 was a [...] at the [...] court to modulate the arrangement (i.e., "*She asks to do something else because the match is at [...] court and there will be many people [...]*").
171. Fourth, the Appellant claims that the AHO did not take into account that earlier in that day, in Match 3, Ms. Luini had an injury which required medical assistance, which

meant she played Match 5 with diminished athletic potential. The Appellant's claim is unsubstantiated and must be dismissed. The Appellant has not demonstrated how the alleged [...] could have affected Ms. Luini and Ms. Ferrero in [...] the [...] set precisely [...] as indicated in the WhatsApp messages.

172. Fifth, the Appellant claims that Ms. Ferrero was found guilty by the same AHO regarding Match 5 and Ms. Luini had no knowledge that Ms. Ferrero was involved in the match fixing. The Appellant's line of argument is unconvincing. The WhatsApp messages between Mr. Sargsyan and Mr. Rivera on [...] December 2017 evidence that Ms. Luini was "*Asking her partner*" to agree with the fix, which implicates Ms. Luini too.
173. Moreover, the Panel finds that there is sufficient evidence to conclude that, more likely than not, Ms. Luini directly or indirectly, solicited or accepted a benefit with the intention of negatively influencing her best efforts in Match 5 pursuant to Section D.1.f of the TACP (2017):
174. First, the Appellant claims that there is no arithmetical correspondence between (i) the amount of \$3,000 agreed by Mr. Sargsyan and Mr. Rivera in the WhatsApp messages of [...] December 2017 and (ii) the MoneyGram transfer of \$3,300 on [...] December 2017. However, the Panel finds that the discrepancy, as ITIA's investigator Mr. Boyd explained, could be due to various reasons, e.g., the amount could potentially include payments for other fixed matches that went on undiscovered by the investigation (batch payments). In any event, the Panel notes that Mr. Rivera's payment instructions to Mr. Sargsyan in the WhatsApp messages of [...] December 2017 states an updated figure of "3300" "*For luni*" that is aligned with the MoneyGram transfer of \$3,300 made on [...] December 2017. These events all took place in close chronological succession.
175. Second, the Appellant claims that the senders of the payments, [...] and [...], are not mentioned or included in any of the Belgian Police's investigation reports or in the Flanders Court sentencing of Mr. Sargsyan as individuals linked to the latter's criminal organization. However, the Belgian police extracted from one of Mr. Sargsyan's phones two pictures of MoneyGram transfers from [...] and [...] matching the WhatsApp messages between Mr. Sargsyan and Mr. Rivera on [...] December 2017 (see Figures 15 and 16 above).
176. Third, the Appellant claims the payments submitted by the ITIA were sent to persons that have no direct relationship with Ms. Luini; particularly, the Appellant argues that the ITIA provided no proof of link between Ms. Luini and [...].
177. The Panel recalls that the relevant question is whether the ITIA proved that Ms. Luini committed the alleged offenses based on a balance of probabilities standard. The Panel recalls in this regard that "[i]n a case involving alleged acts of corruption like the present one, circumstantial evidence may be especially pertinent since [...]" "*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”*” (see CAS 2021/A/8531, paragraph 90 and the case law cited; CAS 2020/A/7596, paragraph 181 and the case law cited; see also, in the same sense, judgment of the Swiss Federal Tribunal of 26 April 2023, 4A\_486/2022, paragraph 8.2).

178. Against this background, the Panel notes (i) the WhatsApp messages between Mr. Rivera and Mr. Sargsyan of [...] December 2017 discussing an arrangement for Ms. Luini and Ms. Ferrero to lose certain sets in exchange for compensation; (ii) the WhatsApp messages between Mr. Rivera and Mr. Sargsyan of [...] December 2017 discussing the payment instructions addressed to Ms. Luini and Ms. Ferrero specifically via [...] and [...] respectively (“*For luni* : [...]”; “*for Ferrero* : [...]”); and (iii) the two MoneyGram transfers only [...] and [...] days later, on [...] December 2017, extracted by the Belgian police from one of Mr. Sargsyan’s phones matching the payment instructions, are sufficient evidence to establish, on a balance of probabilities standard, that Ms. Luini directly or indirectly, solicited or accepted a benefit with the intention of negatively influencing her best efforts in Match 5 pursuant to Section D.1.f of the TACP (2017). Put simply, even absent direct evidence of an association between Ms. Luini and [...], the stated evidence is sufficient to uphold the finding of a breach of Section D.1.f of the TACP (2018) on the balance of probabilities.
179. For completeness, and while not necessary for the above finding, the Panel notes Ms Monteil was known to Ms Luini at all relevant times: Ms. Luini’s remarks in her Appeal Brief that “*Sofia Luini has indeed interacted with [...] numerous times in the tour, they [...] and played in many of the same tournaments and, as is customary, at times players of the [...] in the tour may share some time off-court [...]*” (Appeal Brief, p. 18).
180. In light of the foregoing, the Panel upholds the Appealed Decision’s findings in relation to Match 5.

– **Match 6: Doubles match (partnering with Ms. Ferrero) against [...] and [...] on [...] May 2018 in [...], Spain.**

181. On [...] May 2018, Mr. Sargsyan and Mr. Rivera exchanged WhatsApp messages detailing an arrangement for Ms. Luini and Ms. Ferrero to [...] the [...] set at a score of [...] for \$2,500, as follows (emphasis added):

Date / Time	Sender	Receiver	WhatsApp Message
[...]/05/2018 [...]	Mr. Rivera	Mr. Sargsyan	“Bro <u>Sofia luni want</u> double in [...]”

[...]/05/2018 [...]	Mr. Sargsyan visits Safari page with title: "Odds Comparison Ferrero M / Luini S – [...]"		
[...]/05/2018 [...]	Mr. Sargsyan	Mr. Rivera	"[...] set : [...] > 2500 + 500 [...] > 2000 + 500"
[...]/05/2018 [...]	Mr. Rivera	Mr. Sargsyan	"Yes no problem. <u>She is afraid if she can't kiss [...]</u> <u>what happen ?</u> "
[...]/05/2018 [...]	Mr. Sargsyan	Mr. Rivera	"[...] before to finish the set."
[...]/05/2018 [...]	Mr. Sargsyan	Mr. Rivera	"Luini / ferrero are professionals"
[...]/05/2018 [...]	Mr. Rivera	Mr. Sargsyan	"Yes sir [...] confirm"
[...]/05/2018 [...]	Mr. Sargsyan	Mr. Rivera	"Confirmed"
[...]/05/2018 [...]	Mr. Sargsyan	Mr. Rivera	"Pls , <u>say her to say to luini</u> also ; info only here"
[...]/05/2018 [...]	Mr. Sargsyan	Mr. Rivera	"Luini and Ferrero"
[...]/05/2018 [...]	Mr. Rivera	Mr. Sargsyan	" <u>I talk only luni</u> "
[...]/05/2018 [...]	Mr. Sargsyan	Mr. Rivera	"Ok, luni understand"

[...]/05/2018 [...]	Mr. Sargsyan	Mr. Rivera	“But <u>tell her to talk with ferrro</u> ”
[...]/05/2018 [...]	Mr. Rivera	Mr. Sargsyan	“Bro <u>luni ask</u> if is dollar or euro ?”
[...]/05/2018 [...]	Mr. Sargsyan	Mr. Rivera	“\$”
[...]/05/2018 [...]	Mr. Sargsyan	Mr. Rivera	“Like always”

182. On [...] May 2018, the match scoreboard indicated Ms. Luini and Ms. Ferrero [...] the [...] set [...], in line with the agreement in the WhatsApp messages between Mr. Sargsyan and Mr. Rivera. Match 6 developed as follows (the relevant points are highlighted):

**Figure 17. [...] Score Card of Match 6.**

[...]

183. Notably, the Score Card of Match 6 shows that Ms. Luini and Ms. Ferrero [...] the [...] set [...] in [...] minutes, making only [...] points in total and [...] double faults. By contrast, Ms. Luini and Ms. Ferrero [...] the [...] set [...] and [...] the [...] set [...]. Moreover, the Panel highlights that Match 6, being a doubles match as opposed to an individual match, required a certain level of coordination between the doubles partners to meet the very specific terms of the arrangement.
184. Soon after the outcome of Match 6, between [...] May 2018, Mr. Sargsyan and Mr. Rivera exchanged WhatsApp messages detailing payment instructions from the former to Ms. Luini, as follows:

Date / Time	Sender	Receiver	WhatsApp Message
[...]/05/2018 [...]	Mr. Rivera	Mr. Sargsyan	All good luni bro ?
[...]/05/2018	Mr. Rivera	Mr. Sargsyan	Luni : Name : [...] To [...]

[...]			
[...]/05/2018	Mr. Rivera	Mr. Sargsyan	Luni: 1800 [...]: 3300 Me : 2200
[...]			

185. Only [...] day later, on [...] May 2018, [...] made a transfer via Western Union of \$1,800 to [...], matching the payment instructions between Mr. Sargsyan and Mr. Rivera (see Figure 18 below).

**Figure 18. Belgian Police Extract from One of Mr. Sargsyan's Phones: Western Union Transfer.**

[...]

186. The Panel finds that (a) the alignment of the (i) detailed arrangement struck in the WhatsApp messages between Mr. Rivera and Mr. Sargsyan on [...] May 2018, which comprises a very concrete factor, and (ii) the scoreboard of Match 6, which required coordination between the doubles partners; (b) the subsequent WhatsApp messages from Mr. Rivera to Mr. Sargsyan on [...] May 2018 indicating payment instructions to Ms. Luini specifically; and (c) the Western Union transfer executed on the following day on [...] May 2018 extracted by the Belgian police from one of Mr. Sargsyan's phones matching the payment instructions, are sufficient evidence to establish, on a balance of probabilities standard, that Ms. Luini committed the offenses alleged by the ITIA.
187. Moreover, the CAS has previously relied on the fact that a player, other than the one subject to the arbitration proceedings, was found guilty of having fixed certain aspects of the same match and did not appeal such decision, as a relevant indicium to support the liability of the player subject to the arbitration proceedings (e.g., CAS 2021/A/8531, paragraph 153). Therefore, the connected precedent *ITIA v Ferrero*, where the AHO found that Ms. Ferrero breached Sections D.1.b, D.1.d, D.1.f and D.2.a.i of the TACP (2017) for Match 5 and which Ms. Ferrero did not appeal, is relevant contextual evidence.
188. Furthermore, evidence on file from Match 5 indicates includes references to direct talks with Ms. Luini paragraph 181 above: "*Sofia luni want*"; "*She is afraid if she can't kiss [...] what happen ?*"; "*say her to say to luini*"; "*I talk only luni*"; "*tell her to talk with ferrro*"; "*luni ask*"). In this regard, the Panel notes that, in CAS 2021/A/8531, the CAS found that the terms of the messages (which are comparable to the present case) between Mr. Sargsyan and the intermediary (Mr. Rachidi) indicated that the investigated players (Mr. Khalil, Mr. El Mesbahi and Mr. Kilani) were directly involved in the discussions

regarding the terms of the fix (see CAS 2021/A/8531, paragraphs 125, 130, 134, 137 and 145). In particular, the CAS found that:

- “[...] the messages show that Mr. El Mesbahi and Mr. Kilani were involved in the discussions regarding the terms of the fix since [Mr. Rachidi] made a counter offer to [Mr. Sargsyan] on behalf of Mr. El Mesbahi and Mr. Kilani, to whom he referred several times as “they” or “them”” (para. 125).
- “[...] the messages show that Mr. El Mesbahi and Mr. Kilani were directly involved in the negotiations of the terms of the fix since [Mr. Rachidi] made a counter offer to [Mr. Sargsyan] on behalf of Mr. El Mesbahi and/or Mr. Kilani, according to which “For the double he asks Hirs 800 + 400”, “he” referring to either Mr. Kilani or Mr. El Mesbahi; later, [Mr. Rachidi] confirmed that he would check whether Mr. Kilani and Mr. El Mesbahi accepted the terms of [Mr. Sargsyan’s] final offer, saying “I’m checking with them”, them undoubtedly referring to Mr. El Mesbahi and Mr. Kilani. [...]” (para. 130).
- “[...] In the Panel’s view, there is no doubt that Mr. Kilani was also involved in the fixing of said match. Indeed, the fact that [Mr. Rachidi] made a counter offer to [Mr. Sargsyan] on behalf of Mr. El Mesbahi and Mr. Kilani, to whom he referred several times as “they” or “them”, clearly shows that Mr. Kilani was involved in the discussions regarding the conditions of the fix next to Mr. El Mesbahi. [...]” (para. 134).
- “[...] In particular, the fact that [Mr. Rachidi] would check whether Mr. Kilani and Mr. El Mesbahi accepted the terms of [Mr. Sargsyan’s] final offer, saying “I’m checking with them”, “them” undoubtedly referring to Mr. EL Mesbahi and Mr. Kilani, before confirming their final agreement with [Mr. Sargsyan], shows that Mr. Kilani was involved in the determination of the conditions for the fix, next to Mr. El Mesbahi” (para. 137).
- “[...] In addition, the above WhatsApp messages clearly show that Mr. Khalil was directly involved in the negotiations regarding the amount due for the fix, since [Mr. Rachidi] informed [Mr. Sargsyan] that Mr. Khalil was not happy about the first offer, leading [Mr. Sargsyan] to make a new offer to contrive the outcome of said match. Hence, it is, in the Panel’s view, clear that Mr. Khalil was directly involved in the negotiation of the amount due as compensation for the fix. This evidence, which the Panel finds highly convincing [...]” (para. 145).

189. Accordingly, the Panel finds that, considered altogether, there is sufficient evidence to conclude that, more likely than not, Ms. Luini:

- i. directly or indirectly, facilitated another person to wager or attempt to wager on the outcome of Match 6 pursuant to Section D.1.b of the TACP (2018);

- ii. contrived or attempted to contrive the outcome of Match 6 pursuant to Section D.1.d of the TACP (2017);
  - iii. was approached by a person offering a benefit to Ms. Luini to influence the outcome of Match 6 and failed to report such incident as soon as possible pursuant to Section 2.a.i of the TACP (2018).
190. The Appellant's claims are incapable of altering the balance of evidence.
191. First, the Appellant claims that there are no betting alerts, no proof of bets being placed, no suspicious reporting by match umpires or tournament officials, and no technical analysis showing evidence of match-fixing. However, as explained above, it is not necessary for the ITIA to bring forward an exhaustive list of specific evidentiary items. Instead, the question is whether the evidence at hand is sufficient to uphold an adverse finding against the Appellant on the balance of probabilities. For the reasons mentioned above, the Panel finds the evidence sufficient.
192. Second, the Appellant claims that, in Match 6, Ms. Luini was unranked, ranked lower than her opponent or with recent history of losses against her opponent, which means that it was reasonable for gambling activity to be made against Ms. Luini. However, the Panel notes that Ms. Luini's *general* losing record or unfavourable odds against her opponents do not explain why her actions and the match scoreboard aligned with the *specific* factors arranged in the WhatsApp messages between Mr. Sargsyan and Mr. Rivera (e.g., losing a specific set with a specific score).
193. Third, the Appellant claims that Ms. Ferrero fixed the match and Ms. Luini had no knowledge. The Appellant adds that the fact that Mr. Rivera claims to talk "*only to Luini*" in the WhatsApp messages seems to be to protect the actual fixer. The Panel finds the Appellant's line of argument unconvincing. The WhatsApp messages between Mr. Sargsyan and Mr. Rivera of [...] May 2018 indicate that (i) Ms. Luini reached out to Mr. Rivera to initiate an offer from Mr. Sargsyan and, (ii) after Ms. Luini expressed doubts about being able to materialize the arrangement, Mr. Sargsyan asked Mr. Rivera to "*tell her to talk with ferrro*". Therefore, it is apparent to the Panel that more likely than not Ms. Luini led the arrangements and not Ms. Ferrero.
194. Moreover, the Panel finds that there is sufficient evidence to conclude that, more likely than not, Ms. Luini directly or indirectly, solicited or accepted benefit with the intention of negatively influencing her best efforts in Match 6 pursuant to Section D.1.f of the TACP (2017):
195. First, the Appellant claims that there is no arithmetical correspondence between (i) the amount of \$2,500 agreed by Mr. Sargsyan and Mr. Rivera in the WhatsApp messages of [...] May 2018 and (ii) the Western Union transfer of \$1,800 on [...] May 2018. However, the Panel finds that the discrepancy, as ITIA's investigator Mr. Boyd

explained, could be due to various reasons, e.g., the amount could potentially include payments for other fixed matches that went on undiscovered by the investigation (batch payments). In any event, the Panel notes that Mr. Rivera's payment instructions to Mr. Sargsyan in the WhatsApp messages of [...] May 2018 state an updated figure of "*Luni: 1800*" that is aligned with the Western Union transfer of \$1,800 made on [...] May 2018. These events all took place in close chronological succession.

196. Second, the Appellant claims that the sender of the payment, [...], is not mentioned or included in any of the Belgian Police's investigation reports or in the Flanders Court sentencing of Mr. Sargsyan as individuals linked to the latter's criminal organization. However, the Belgian police extracted from one of Mr. Sargsyan's phones a picture of a Western Union transfer from [...] matching the WhatsApp messages between Mr. Sargsyan and Mr. Rivera on [...] May 2018 (see Figure 18 above).
197. Third, the Appellant claims the payments submitted by the ITIA were sent to persons that have no direct relationship with Ms. Luini; particularly, the Appellant argues that the ITIA provided no proof of link between Ms. Luini and [...].
198. The Panel recalls that the relevant question is whether the ITIA proved that Ms. Luini committed the alleged offenses based on a balance of probabilities standard. The Panel recalls in this regard that "[i]n a case involving alleged acts of corruption like the present one, circumstantial evidence may be especially pertinent since [...] *"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"*" (see CAS 2021/A/8531, paragraph 90 and the case law cited; CAS 2020/A/7596, paragraph 181 and the case law cited; see also, in the same sense, judgment of the Swiss Federal Tribunal of 26 April 2023, 4A\_486/2022, paragraph 8.2).
199. Against this background, the Panel notes (i) the WhatsApp messages between Mr. Rivera and Mr. Sargsyan of [...] May 2018 discussing an arrangement for Ms. Luini to lose certain sets in exchange for compensation; (ii) the WhatsApp messages between Mr. Rivera and Mr. Sargsyan of [...] May 2018 discussing the payment instructions addressed to Ms. Luini specifically via [...] ("*Luni : Name : [...] To [...]*"); and (iii) the Western Union transfer only [...] day later, on [...] May 2018, extracted by the Belgian police from one of Mr. Sargsyan's phones matching the payment instructions, are sufficient evidence to establish, on a balance of probabilities standard, that Ms. Luini directly or indirectly, solicited or accepted benefit with the intention of negatively influencing her best efforts in Match 6 pursuant to Section D.1.f of the TACP (2018). Put simply, even absent direct evidence of an association between Ms. Luini and [...], the stated evidence is sufficient to uphold the finding of a breach of Section D.1.f of the TACP (2018) on the balance of probabilities.
200. In light of the foregoing, the Panel upholds the Appealed Decision's findings in relation to Match 6.

**C. CONCLUSION**

201. In summary, the Panel upholds the AHO's findings that Ms. Luini committed 22 offenses under the TACP (2017 and 2018) as follows:

- Four offenses under Section D.1.b of the TACP (2017).
- Four offenses under Section D.1.d of the TACP (2017).
- Four offenses under Section 2.a.i of the TACP (2017).
- Two offenses under Section D.1.f of the TACP (2017).
- Two offenses under Section D.1.b of the TACP (2018).
- Two offenses under Section D.1.d of the TACP (2018).
- Two offenses under Section 2.a.i of the TACP (2018).
- Two offenses under Section D.1.f of the TACP (2018).

**D. SANCTIONS**

202. Whilst a hearing before the CAS is a hearing *de novo*, the measure of the sanction imposed by a disciplinary body in the exercise of the discretion allowed by the relevant rules should be reviewed particularly when the sanction is evidently and grossly disproportionate to the offense (see e.g., CAS 2014/A/3467, paragraph 121 and the case law cited therein), and not merely that alternative or modified sanctions may have been better suited in the Panel's discretionary opinion (see e.g., CAS 2018/A/5939, paragraphs 68 and 70). The Panel notes in this regard that the Appellant did not make any arguments why the sanction should be deemed grossly disproportionate.

203. Match-fixing poses a huge threat to the integrity of sports. It endangers the essence of the sport, its moral values and its sporting value as well as its appeal to spectators, the media and sponsors (see e.g., CAS 2018/A/5939, paragraph 74). Sanctions need to be deterrent (see e.g., CAS 2018/A/5939, paragraph 75). The CAS has highlighted that "*the sport of tennis is extremely vulnerable to corruption as a match-fixer only needs to corrupt one player (rather than a full team). It is therefore imperative that, once a Player gets caught, the Governing Bodies send out a clear signal to the entire tennis community that such actions are not tolerated*" (CAS 2011/A/2490, paragraph 66).

204. Accordingly, the Panel holds in this specific case, taking into account the totality of its circumstances – and in particular, (i) the fact that the 22 corruption offenses considered in the Decision were confirmed by this Panel, that (ii) Ms. Luini likely obtained financial benefit from at least four of the matches, that (iii) Ms. Luini likely played an active role

in at least part of the established offenses; and (iv) the need to ensure deterrence from such serious and corrupt conduct as match-fixing - that the sanction imposed on Ms. Luini by the AHO in the Appealed Decision is not grossly disproportionate considering the scale of sanctions contemplated by Section H of the TACP (2017 and 2018) and the Sanctioning Guidelines and is appropriate to the level of guilt of Ms. Luini and to the gravity of her offenses, conduct of a type which undermines the basic premise of fairness upon which all sporting contests are premised.

205. The Panel notes that the ITIA and Ms. Luini may agree on a payment plan pursuant to Section J.2. TACP (2024).

**IX. COSTS**

(...)

## ON THESE GROUNDS

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

1. The appeal filed by Ms. Sofia Luini against the International Tennis Integrity Agency with respect to the decision of 23 July 2024 of the Anti-Corruption Hearing Officer is dismissed.
2. The decision of 23 July 2024 of the Anti-Corruption Hearing Officer is upheld.
3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 28 July 2025

## THE COURT OF ARBITRATION FOR SPORT

Vladimir Novak  
President of the Panel

Efraim Barak  
Arbitrator

Anthony Lo Surdo SC  
Arbitrator

David Pérez de Lamo  
*Ad hoc* Clerk