



TAS / CAS
TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2021/A/8453 Ofosu Appiah v. Latvian Football Federation

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition

Sole Arbitrator: **Mr Frans M. de Weger**, Attorney-at-Law, Haarlem, the Netherlands

in the arbitration between

Ofosu Appiah, Republic of Ghana

Represented by Mr William Sternheimer, Ms Imen Larabi Imen and Mr Sam Comb, Morgan Sports Law, Lausanne, Switzerland

- Appellant -

and

Latvian Football Federation (LFF), Republic of Latvia

Represented by Mr Vadims Lasenko, President, Mr Edgars Pukinsks, General Secretary, and Mr Pāvels Tjuševs, Legal Counsel, Riga, Republic of Latvia

- Respondent -

* * * * *

I. PARTIES

1. Mr Ofori Appiah (the “Player” or the “Appellant”) is a football player of Ghanaian nationality. The Player was at the time playing for the Latvian football club FC Noah Jurmala (the “Club”) in the Optibet Premier League in Latvia. The Club is in turn registered with the Latvian Football Federation (the “LFF” or the “Respondent”).
2. The LFF is the governing body of football in Latvia. The LFF is a member of the Union of European Football Associations (“UEFA”) and of the Fédération Internationale de Football Association (“FIFA”).
3. The Player and the LFF are hereinafter jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts, as established by the Sole Arbitrator on the basis of the written submissions of the Parties, the hearing and the evidence examined in the course of the proceedings. This background information is given for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in the legal considerations of the present Award.
5. On 29 May 2021, as part of the Optibet Premier League championship, the Club competed in a fixture against FK Liepāja, the result of which was a 5-0 win to FK Liepāja (the “Match”). The Appellant was one of the players who took part in the Match.

III. PROCEEDINGS BEFORE THE LFF ETHICS COMMITTEE

6. After the Match, the LFF received the following information about possible deliberate match-fixing relating to the result of the Match:
 - a report from the UEFA’s Betting Fraud Detection System (the “BFDS Match Report”);
 - a report dated 29 May 2021 from the Sport Integrity Team SRL, which is a fraudulent activity analysis centre (the “Sport Integrity Team Match Report”);
 - an alert from Starlizard, which is a betting analysis centre (the “Starlizard Alert”).
7. The BFDS Match Report concluded as follows:

“This match raises a credible level of concern from an integrity perspective due to the strong betting for at least two goals to be scored in the first half, FC Noah Jurmala to lose the match by at least five goals and for at least six goals to be scored in total. Based on the information available, it is possible that FC Noah Jurmala were involved in the potential manipulation of the match”.

8. Furthermore, the BFDS Match Report stated, *inter alia*, as follows:

“Summary of Irregular Betting Activity

1. *There was strong pre-match betting witnessed for at least two goals to be scored in the first half of the match, which emerged in the morning of the fixture. Odds for this outcome decreased significantly from opening levels, with bettors displaying undue confidence in this outcome occurring in the first period of the match. Indeed, there were no logical sporting pre-match factors to explain this betting preference, thus raising the first set of integrity concerns for this fixture.*
2. *Furthermore, there was strong live betting for FC Noah Jurmala to lose the match by at least four and five goals (0:0) which emerged immediately after the match started and continued until the opening goal of the match was conceded by FC Noah Jurmala in the 17th minute (0:1). This was then followed by similarly strong live betting for FC Noah Jurmala to lose the match by at least five goals which persisted up until the second goal of the fixture was scored in the 22nd minute (0:2). Odds for the aforementioned outcomes decreased illogically and failed to increase in line with expectations throughout the opening period of the match, raising firm integrity concerns over the betting witnessed.*
3. *Given the limited match action that had taken place in the opening stages to influence bettors’ opinions, the overly strong betting activity was clearly not following match events. Indeed, FK Liepaja only registered one shot on target prior to the opening goal of the match. Therefore, the magnitude of the betting goes far beyond that which can be reasonably attributed to match events and raised a credible level of concern after review.*
4. *In addition, strong live betting for at least six goals to be scored was witnessed during the opening stages of the match (0:0), with odds for this outcome decreasing to illogically low levels prior to the first goal of the contest being scored in the 17th minute (0:1). As previously stated, match footage shows that neither side had created many goal scoring opportunities during this period of the match, with only one shot on target registered. Consequently, the strength of the betting displayed cannot be fully mitigated by match events alone.*

Summary of Match Incidents

- *In the 17th minute of the match, for the first goal of the fixture (0:1), FC Noah Jurmala goalkeeper Bojan Knezevic failed to save a shot at his near post, after FC Noah Jurmala defenders afforded an opposing attacker space to run into the box and score (25:30).*
- *For the second goal of the match (0:2), scored in the 22nd minute, FC Noah Jurmala goalkeeper Bojan Knezevic was caught a long distance away from his goal, allowing the opponent attacker to lift the ball over his head and score (30:05).*

- *In the 36th minute of the fixture, for the third goal of the match (0:3), FC Noah Jurmala goalkeeper Bojan Knezevic failed to stop an attempt at goal which was directed towards him at his near post, with the ball going through his legs (44:18).*
- *For the fourth goal of the match (0:4), scored in the 68th minute, FC Noah Jurmala forward Aleksey Babyr failed to close down an opposition attacker inside the penalty area, affording his opponent space to shoot at goal and score (1:32:54).*
- *In the 86th minute of the match, for the fifth goal of the match (0:5), FC Noah Jurmala goalkeeper Bojan Knezevic played a pass directly to an opposition player in a dangerous position, who was duly able to convert a simple opportunity (1:48:42).*

[...]

Background Check

In terms of escalation history, FC Noah Jurmala have been involved in one escalated match and on this occasion, they were also implicated in the manipulation of the match. This match was on 23/09/2020 in a Latvian Cup match against FK Ventpils where there was suspicious live betting for FC Noah Jurmala to lose by at least four goals, which duly occurred (FT 0:4).

The FC Noah Jurmala players who have participated in the highest number of previous escalated matches where their team was implicated are listed below:

Player	Implicated Matches	Significant Match Incidents
<i>Vladislavs Kuzmins</i>	<i>6</i>	<i>0</i>
<i>Aleksey Babyr</i>	<i>2</i>	<i>0</i>
<i>Alans Sinelnikovs</i>	<i>1</i>	<i>0</i>

9. The Sport Integrity Team Match Report, concluded, *inter alia*, as follows:

“The pre-live is extremely suspicious, especially in 1X2 the differences are very wide and this mean that a lot of money are placed on the away win, away win with handicap and Over. In live the situation is worst, the 1X2 market is not opens (this is surely another alert about the regularity of the match) and during the 1st half and in the last 10 minutes, we can observe many anomalies.

The odds development is unjustified and seem to be clear that a group of gamblers know that the match will finish with the away win and with at least a margin of 5 goals with a total of at 5 goals scored or more.

The match finish 0-5, all bets are won as expected.

One of our bookmakers partners, with many shops and many clients located in Armenia, Russia and East Europe, received suspicious bets.

INDEX RISK (0-5,00): 5,00”.

10. Furthermore, the Starlizard Alert stated that the Match was assigned a level 4 (HIGH) suspicion rating by the Starlizard team.
11. Following the receipt of the BFDS Match Report, the Sport Integrity Team Match Report and the Starlizard Alert, the LFF carried out an investigation in order to ascertain whether the Match had been deliberately fixed in order to achieve a specific result, and also in order to establish the persons involved. During the investigation the LFF received four additional reports:
 - a report dated 16 June 2021 by the LFF Independent Commission, which is a group of experts that – at the request of the LFF – was assembled to investigate the episodes and the integrity of the Match (the “LFF Independent Commission Report”);
 - a report dated 14 June 2021 by Alexander Anufrijevs, who was the fourth official of the Match (the “Match Referee Report”);
 - a report dated 18 June 2021 by the Referee Inspector of the Match (the “Referee Inspector Report”);
 - a report dated 31 May 2021 by the Head of the Football Department of the LFF (the “Head of Football Report”).
12. The LFF Independent Commission concluded as follows:

“In the course of analysis of the video recording of the game FC Noah Jurmala - FC Liepāja, the LFF independent commission has spotted several strange, illogical actions that were performed contrary to the basic principles of the football game and cannot be explained by mistakes that occur while doing everything in the best conscience and with the best intentions to play better and in accordance with the team's sporting interests.

The most direct and obvious mistakes were spotted in the performance of goalkeeper B. Knežević; however, passivity, mistakes, and actions facilitating the attacks of the opposing team could be observed in the actions of other FC Noah Jurmala players as well. Questions are raised by the tactical choices of the team, the responsibility and requirements for the team of the head coach Artyom Gorlov, and the poor communication within FC Noah Jurmala. For example, if one of the players takes a manifestly wrong position on the field, the bona fide coaches and players notice it and voice the shortcomings, which did not happen in the case of representatives of Noah.

After evaluating the episodes of the game, we unequivocally conclude that:

- *the outcome of the game was unfairly tampered with and deliberately manipulated;*
- *football players of FC Noah Jurmala that were directly involved in the deliberate manipulation of the game result are: goalkeeper Bojan Knežević (No. 1), defenders Klāvs Kramēns (No. 2), Ofosu Appiah (No. 5), Vladislavs Kuzmins (No. 3), Oleksii Babir (No. 10) and Rolands Putāns (No. 24);*
- *football players of FC Noah Jurmala that were not directly involved in the goal loss but deliberately created dangerous episodes at the goal of their team and, as a minimum, were informed about the manipulation of the result of the game are: Vladislav Sirotov (No. 37), Igor Ponomarev (No. 78), Fedor Sheremetov (No. 22);*
- *the head coach of the team Artyom Gorlov shall be held responsible for choosing a tactical plan that was not appropriate for the course of the game and for the instructions given and not given during the game to the team and its individual players”.*

13. Furthermore, the LFF Independent Commission stated the following regarding the Player specifically:

“Game episodes:

- *At 11:13 of the video recording of the game, FC Noah Jūrmala defender Ofosu Appiah do not even get involved in the air duel and allowed FK Liepaja striker to perform a free header. Even if Appiah thought he could not reach the ball, involvement in the air duel would have made it difficult for the opponent to make an accurate shot, but in this episode the defender showed no resistance and did not try to hinder the shot from a position that was dangerous for the goal of his team.*

[...]

- *At 13:07 of the video recording of the game, FC Noah Jurmala defender Ofosu Appiah passively moves on the field without using the opportunity to create an offside situation. It’s noteworthy that a few seconds earlier he had unnecessarily advanced in a situation where this was not required, but immediately afterwards went backwards opposite to the movement of his team's defensive line. Through his actions, O. Appiah gave more space to the opposing attackers, which contradicts the task of a defender;*

[...]

- *In the time interval from 24:26 to 24:29 of the video recording of the game, FC Noah Jurmala defender Ofosu Appiah played passively in the defence against the opposing player, he didn’t approach him and did not engage in a duel;*

[...]

- *In the time interval from 24:04 to 26:05 of the video recording of the game, we can see the first goal scored in the game. At the beginning of the episode, the left-wing midfielder Alans Sinelinnikovs played in the position of right-back defender. This was seemingly demanded by the situation of the game, which was at least partly facilitated by Sinelnikov himself, as well as by Sirotov and Ponomarev, players of Noah Jurmala's right flank, both of whom went further ahead. In the continuation of the episode, Sinelnikovs broke into the Liepaja penalty area, but his teammates did not react according to the situation and did not cover the right side of defence of their team. The Liepaja team organized a counterattack. Unfortunately, the video does not show whether Ofosu Appiah chose a position closer to the centre of the field, or Kramens retreated too deep in the field, but as a result the two centre-backs were not in the same line, which gave more free space to Dodo, who delivered a goal. FC Noah Jurmala goalkeeper Bojan Knežević movement towards the performer of the shot was passive, which created a large free space in the near corner of the goal, also Knežević's hands were down at that moment and he did not take a suitable pose to par the shot. The goalkeeper's mistake consisted of a wrong position choice, which was affected by both the passive speed and the direction of his movement, which was parallel to the movements of Dodo and the ball and not directed towards the ball, which would have reduced the angle for a successful shot. The goalkeeper expert invited to the expert group points out that goalkeeper B. Knežević made a positional mistake here, but it would be possible to interpret such a mistake as an unintentional mistake, "losing the goal". As for centre-backs, Ofosu Appiah was too late to stop the shot but Klāvs Kramēns dived to block the shot on the ground in case the ball flew towards the far goal post;*
- *In the time interval from 36:52 to 37:00 of the video recording of the game, there is an episode in which O. Appiah unnecessarily risky plays with his head passing the ball to his goalkeeper. Although the ball was played outside the goal frame, which is in accordance with good practice, in fact the pass was made to a spot which was in equal distance from both Noah goalkeeper and the striker of Liepaja team. It should also be emphasized that in this episode O. Appiah had a view of the Liepaja footballer in whose direction the ball was played and with the peripheral vision O. Appiah had to see that there was an opponent from Liepaja. Near Appiah, there were two free Noah half-backs to whom it would have been safer to pass in this situation. It is not clear from the record whether the particular midfielders gave verbal information to Appiah that they could be played.*
- *Starting from the 60th minute of the game, FC Noah Jurmala starts pressing in the opponent's half of the field, but the pressing is not quite a collective attempt to deprive the opponent of the ball, but collective gathering in the centre of the field, leaving a lot of free space on the*

flanks. It is also typical for one of the centre-backs to go forward even in situations where the episode of the game does not require it.

- *For example, in the image below, all ten Noah players are in the centre of the field, leaving the flanks completely empty. There should also be highlighted that the placement of centre-back O. Appiah was across the centre line of the field when the course of the game did not require it - there was no air duel, because FK Liepaja was in the transition phase from the defence to the attack with short passes”.*

14. In the Match Referee Report the following, *inter alia*, was stated:

“During the game, the people in the technical area were very calm. I would like to note about the game itself that the game looked very strange, there were no fights and no emotions according to the principle of sport.

[...]

36th minute: 3-0 The goalkeeper’s position is 25-30 meters from the goal, NOAH defender No.5 plays as the last defender (looks strange again), very deep, thus FK Liepaja already had a numerical superiority in the attack”.

15. In addition, in the Referee Inspector Report the Match was summarized as follows:

“The final score on the board tells everything about the game. The visiting team demonstrated a solid dominance over the whole course of the game. The hosting team are just physically not ready for such opponents, also certain actions from individual players were surprising (see Notes)”.

16. Finally, in the Head of Football Report, the following, *inter alia*, was concluded:

“Having analysed the game final score 0:5, the way how five goals were let in and gross mistakes made by the field players and especially by the FC “Noah” goalkeeper, we can come to an obvious conclusion that FC “Noah” deliberately demonstrated a poor playing performance in the game where the particular result was needed.

Four of five goals were the fault of the team’s goalkeeper who was playing in an inexplicable fashion, allowing mistakes so gross which the goalkeeper with such a considerable experience (32 years old, has played professionally in different countries for a long time) cannot allow unintentionally or at least without a lack of motivation.

Yet the most serious mistake and negligence was demonstrated by this goalkeeper four minutes before the end of the game when he made a short pass directly to the opponent’s foot which was followed by his opponent sending the ball into the empty goal left by the goalkeeper.

Mistakes happen in football and seemingly unimaginable episodes can occur when random coincidences add up, including players’ individual mistakes, own goals and other unpleasant moments, yet this clearly is not such case.

Two stages before in the game against “Riga FC” the same goalkeeper made two similar mistakes in the second half and threw the ball right to the opponent who transformed presented possibilities in goals. Those are not accidental mistakes but rather the deliberate action of the goalkeeper in order to make his team let the goals in and achieve a desired result which does not comply with the sports objectives.

The fourth goal of the game was let in without “participation” of the goalkeeper, yet during the corner kick two FC “Noah” players (No 19 and No 24 who replaced injured players) didn’t confront Liepaja’s players who then easily entered the penalty area and scored the fourth goal.

It must be noted that the actions of the whole team during the game was incomprehensible to the football experts with many decades of experience. When the players of FC “Noah” were brought to the touchline due to the fatigue and according to the team’s head coach they needed to be replaced, numerous players who remained on the field for no good reason and against all international football experience, seven or eight people at once, with the ball or without it, would flee forward to the part of the field of the opposing team. Could they hope to lock stronger opponents on their part of the field being so severely outnumbered? The balance of the team’s attack and defence actions was deliberately and for no sensible reason ruined which allowed Liepaja’s players to organize swift counter-attacks, since there were only two or three defenders in FC “Noah” defence and the goalkeeper who routinely took the wrong position. This way three goals were scored in the first half.

The aforementioned allows us to conclude that this was a fraudulent game played by FC “Noah”.

17. On 8 July 2021, at a meeting of the LFF Ethics Committee (the “LFF EC”) (session no. 3/2021) it was unanimously decided, *inter alia*, that:

“1. [...] the Optibet Super League Championship 2021 on 29 May [between] FC “Noah Jurmala” – FK “Liepaja” was manipulated by FC “Noah Jurmala” with the intention to achieve a specific special result;

[...]

3. Ofori Appiah (COMET ID No 20482) was directly involved in the manipulation of the result of the investigation. On the basis of Article 10.3 of Annex 1 to the LFF Disciplinary Regulations, the player is disqualified from all LFF competitions for 12 months and fined EUR 1 000 (one thousand)”.

18. On 15 July 2021, the Appellant was informed of a summary decision of the LFF EC regarding his disqualification, whereby he was told that a full ruling would be available on 9 August 2021.

19. On 9 August 2021, the LFF EC issued its decision no. 3/2021 (the “EC Decision”), determining, *inter alia*, as follows:

“3.1 To declare that the match FC Noah Jurmala – FK Liepāja in the Optibet Virslīga Championship on 29 May 2021 was manipulated by FC Noah Jurmala in order to achieve a certain result of the match;

[...]

3.3 Declares that the player Ofori Appiah (COMET ID No 20482) was directly involved in the intentional manipulation of the result of the match. On the basis of Article 10.3 of Annex 1 to the LFF Disciplinary Regulations, to impose on the player a 12-month disqualification from all competitions organised by the LFF and a fine of EUR 1000 (one thousand)”.

IV. PROCEEDINGS BEFORE THE LFF APPEALS COMMITTEE

20. On 11 August 2021, the Appellant filed an appeal before the Appeals Committee of the LFF (the “LFF AC”), requesting to annul point 3.3 of the EC Decision.
21. In support of his claim, the Appellant submitted, *inter alia*, that he considered that the EC Decision was unfounded and incorrect insofar it concerned him. The EC Decision was based on the LFF Independent Commission Report and several other documents, but only this specific report mentioned the Appellant and pointed out his alleged mistakes. In the Appellant’s view, the LFF Independent Commission had not been objective in its assessment in relation to him, because he was highlighted among other members of the team, who gave a much worse result even in the assessment of the LFF Independent Commission itself. Therefore, it appeared to the Appellant that the LFF Independent Commission had approached him on discriminatory and racist grounds, as he is black and originated in Ghana. Furthermore, the Appellant stated that his playing index was 194 on the InStat play performance sheet. The Appellant addressed that if this is compared with his performance index of 184 in the previous match and his index of 190 in the following match, it can be concluded that in this particular Match the Player produced a good performance. The Appellant also drew attention to the fact that the InStat indicator for the team as a whole was 188, and therefore his performance was at a high level, and was higher than that of his teammates. Finally, the Appellant pointed out that he had not participated in any betting of football games or others, he had not been informed about such betting, no one had asked him to play the Match any differently or deliberately worse, he had not received any offers to receive material benefits for violating the rules of fair play, nor had he received any payments for such actions.
22. The LFF AC, concluded that, taking into account the volume of evidence acquired for the examination of the case and the fact that the evidence was acquired by involving independent experts as well as by hearing the views of the match referee and the inspector of referees, it can be concluded that the EC Decision adopted by the LFF EC is based on an analysis of comprehensive and objective information. The information and evidence available to the LFF AC showed that the EC Decision was adopted solely on the basis of an assessment of the Player’s actions as a professional

footballer during the Match, and did not take into account any personal considerations, including the Player's race. Therefore, the LFF AC held that the EC Decision was both well-founded and objective.

23. In addition, the LFF AC endorsed the conclusions of the LFF EC on the reliability of the InStat statistical data and their usability in this specific case, concluding that the InStat statistical data cannot be used in order to assess whether during the match the Player carried out any actions directed at match-fixing.
24. Finally, the LFF AC emphasized that it did not consider the fact that the Match was fixed and that several players from FC Noah Jurmala were involved in this fixing called into question the evidence in the Player's appeal. Since the Player had not shown that any of the evidence was, for a specific reason, inapplicable or unallowable, as a whole, there were no grounds to call into question the well-foundedness of the EC Decision adopted on the basis of this specific evidence.
25. On 25 October 2021, the LFF AC issued its decision (the "Appealed Decision"), with the following operative part:

"Based on the third part of Article 58 of the Articles of Association of the Latvian Football Federation, Article 7.1 and Article 7.5 of the Regulations of the Legal Institutions of the Latvian Football Federation, the Latvian Football Federation Appeals Committee

decided

1) to leave unchanged the Clause 3.3. of the operative part of the LFF Ethics Committee Decision No 3/2021 of August 9, 2021, which finds that the player Oforu Appiah (COMET ID No. 20482) was directly involved in the deliberate manipulation of the game result and which applies to the player 12 months disqualification from all competitions organized by LFF and a fine of 1000 (one thousand) EUR.

2) to dismiss the appeal of Oforu Appiah of August 11, 2021.

The Decision shall enter into force upon its adoption.

The decision of the Appeals Committee may be appealed to the Court of Arbitration for Sport, located in Lausanne, Switzerland".

V. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

26. On 16 November 2021, the Appellant filed his Statement of Appeal with the Court of Arbitration for Sport ("CAS") against the Appealed Decision, in accordance with Articles R47 and R48 of the 2021 edition of the CAS Code of Sports-related Arbitration (the "CAS Code"). In this submission, the Appellant named the LFF as the sole Respondent and requested, in accordance with Article R50 CAS Code, that the proceedings be submitted to a Sole Arbitrator.

27. On 19 November 2021, the Appellant, pursuant to Article 44.3 CAS Code, filed a request for disclosure for some of the documents that were referred to in the Appealed Decision. Furthermore, the Appellant requested for the suspension of the deadline to file his Appeal Brief, pending the decision on his request for disclosure and that a new deadline of 10 days be granted to him upon receipt of the requested documents.
28. On 22 November 2021, the CAS Court Office invited the Respondent to file, by 25 November 2021, its comments on the Appellant's requests. Furthermore, the CAS Court Office suspended the time limit to file the Appeal Brief, as of 19 November 2021.
29. By letter of 26 November 2021, the Respondent agreed to the appointment of a Sole Arbitrator. Furthermore, the Respondent agreed to disclose the documents requested by the Appellant. In this respect, the Respondent submitted that the requested documents were only available in the original Latvian language and that the translations of the documents would be sent as soon as practicable. Furthermore, the Respondent requested that the time limit for the filing of the Answer would be fixed after the payment by the Appellant of his share of the advance of costs provided by Article 64.2 CAS Code.
30. On 29 November 2021, the CAS Court Office indicated that the disclosed documents would be retained by the CAS and that the time limit to file the Appeal Brief remained suspended. In addition, the Respondent was informed that pursuant to Article R55 para. 3 CAS Code, the time limit for the Respondent to file its Answer would be fixed upon the Appellant's payment of his share of the advance of costs.
31. On 6 December 2021, the CAS Court Office invited the Respondent to inform on the status of the translation process by 7 December 2021.
32. On 9 December 2021, the Respondent sent the translated documents to the CAS Court Office.
33. On the same date, the CAS Court Office acknowledged the receipt of the translations of the documents provided by the Respondent and, failing any indication to the contrary from the Appellant by 13 December 2021, considered the Appellant's request for disclosure to have been dealt with satisfactorily.
34. On 10 December 2021, the Appellant maintained that the Respondent did not disclose one of the requested documents. Furthermore, the Appellant sought clarification regarding one of the documents disclosed by the Respondent.
35. On the same date, the CAS Court Office invited the Respondent to comment on the Appellant's letter by 14 December 2021.
36. On 14 December 2021, the Respondent gave the Appellant the requested clarification regarding one of the disclosed documents and enclosed the previously missing document.

37. On the same date, by the receipt of the Respondent's letter, the CAS Court Office considered the Appellant's request for disclosure satisfied. Accordingly, the Appellant was granted with a deadline of 10 days to file his Appeal Brief.
38. On 21 December 2021 the Appellant filed his Appeal Brief in accordance with Article R51 CAS Code.
39. On 19 January 2022, the CAS Court Office invited the Respondent, in accordance with Article R55 CAS Code, to submit its Answer within 20 days.
40. On the same date, the CAS Court Office informed the Parties that pursuant to Article 54 CAS Code, Mr Frans de Weger, Attorney-at-Law in Haarlem, the Netherlands, had been appointed as Sole Arbitrator to resolve the dispute at hand.
41. On 14 January 2022, the CAS Court Office informed the Parties that the Sole Arbitrator, in view of the possible need to hold a hearing, had decided to provisionally fix a date for the same .
42. On 14 February 2022, the Respondent filed its Answer in accordance with Article R55 of the CAS Code and within the previously extended time limit.
43. On 21 February 2022, the Appellant returned duly signed copy of the Order of Procedure to the CAS Court Office. The Respondent did not return the Order of Procedure.
44. On 24 February 2022, a hearing was held by video-conference.
45. In addition to the Sole Arbitrator and Mr Giovanni Maria Fares, Counsel to the Cas, the following persons attended the hearing:
 - a) For the Appellant:
 - 1) Mr Ofosu Appiah, Party Representative
 - 2) Mr William Sternheimer, Counsel
 - 3) Ms Imen Larabi Imen, Counsel
 - 4) Mr Sam Comb, Counsel
 - b) For the Respondent:
 - 1) Mr Pāvels Tjuševs, Counsel
46. The following persons were heard, in order of appearance:
 - 1) Mr Aitor Karanka, Expert Witness called by the Appellant (the "Expert")
 - 2) Mr Ofosu Appiah, Party Representative
47. At the outset of the hearing, both Parties confirmed that they had no objection as to the constitution of the Panel.

48. All witnesses were invited by the Sole Arbitrator to tell the truth subject to the sanction of perjury under Swiss law. Both Parties had full opportunity to examine and cross-examine the witnesses and the Appellant.
49. Both Parties were given full opportunity to present their cases, submit their arguments and answer the questions posed by the Sole Arbitrator.
50. Before the hearing was concluded, both Parties expressly stated that they had no objection to the procedure adopted by the Sole Arbitrator and that their right to be heard had been respected.
51. The Sole Arbitrator confirms that it carefully heard and took into account in its decision all of the submissions, evidence and arguments presented by the Parties, even if they have not been specifically summarised or referred to in the present arbitral award.

VI. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

A. The Appellant

52. The Appellant's submissions, in essence, may be summarised as follows:

Standard of proof

- It is well-established at CAS that the burden of proof in match-fixing cases lies with the governing body (i.e. the LFF) to prove their case against the athlete or another individual. Furthermore, in matters related to alleged match-fixing, the standard of proof is the one of comfortable satisfaction – defined as being greater than a mere balance of probabilities but less than proof beyond reasonable doubt.

Breach of due process obligations

- During the proceedings before the LFF EC and the LFF AC the Appellant did not receive the entirety of the file relied upon by the LFF to sanction him. The Appellant did not receive copies of the Match Referee Report, the Referee Inspector Report and the Head of Football Report until 9 December 2021. Furthermore, he did not receive the Starlizard Alert until 14 December 2021.
- The fact that these documents, which served as a basis to the Appealed Decision, were not made available to the Appellant until 50 days after the Appealed Decision is a clear violation of his rights of due process. On this basis alone, the Appealed Decision should be declared null and void.

The Player was not involved in match-fixing

- The Appellant notes that the documents which served as a basis to the Appealed Decision cannot be considered as evidence of his involvement in match-fixing but are, as far as they refer to him, merely subjective interpretations of the events after the facts. The Player submits that said documents cannot serve as a basis for imposing any sanction on him.

- With regard to four of the seven reports mentioned by the LFF in the Appealed Decision, the Appellant submits that their mandate and/or scope of review of the Match is unclear and was not specified by the LFF in any of its rules and regulations.¹ In this regard, the Appellant draws attention to CAS 2017/A/5338, where the Sole Arbitrator in that matter explained that it was “*regrettable*” that the Respondent was incapable of explaining the instructions received by the specific expert group in providing their report.
- With regard to the BFDS Match Report specifically, the Appellant notes that none of the incidents it refers to mention the Appellant. What is more, the Match was the first escalated match in which the Appellant participated. In this regard, the Appellant refers to CAS 2017/A/5338 as being a very similar case to the one at hand (and which also involved the LFF). In this case the Sole Arbitrator decided that “*The BFDS Match Report is therefore not in itself, and without further documentation or evidence, sufficient to establish a link between the match manipulation and the Appellant and/or a breach to the principles of fair play committed by the Appellant*”. Thus, the BFDS Match Report cannot in itself be deemed sufficient evidence of any involvement of the Appellant in match-fixing.
- With regard to the Starlizard Alert and the Sport Integrity Team Match Report, the Appellant underlines that only an analysis of the betting activity during the Match was provided and no reference was made to individual actions of players during the Match, not least the Player. Therefore, they are not incriminating towards the Appellant and are irrelevant insofar as the Respondent wishes to rely on them for the purposes of this case.
- With regard to the LFF Independent Commission Report, the Appellant notes that there is no information as to the members of the Expert Group and even less as to how the composition of that group was decided. In this respect, the Appellant again refers to CAS 2017/A/5338. What is more, out of the nine players and the coach of whom the LFF Independent Commission Report concluded that they were involved in the manipulation of the Match, only the Appellant and two of his teammates were singled out and sanctioned by the LFF. The Appellant therefore submits that the observations made by the LFF Independent Commission Report do not *per se* constitute sufficient evidence of match-fixing or manipulation by the Appellant.
- With regard to the Match Referee Report, the Appellant submits that, since the report was drafted more than two weeks after the Match, it was not the product of the match referee having doubts during the Match and reporting them right away, but was a report mandated by the LFF in order to corroborate subsequent suspicions. Furthermore, the elements considered by the LFF from the Match Referee Report are not specific to him beyond one comment, in respect of which the Appellant submits that the allegation is too vague to be considered relevant and sufficient to motivate a suspension.

¹ The Sport Integrity Team Match Report, The Starlizard Alert, the Match Referee Report and the Head of Football Report.

- With regard to the Referee Inspector Report, the Appellant disputes its relevance, since it is only a document analysing the performances of the refereeing team during the Match, not those of the Player. It only mentions a very broad analysis of the Match, in which it is concluded that the players of the Club were “*physically not ready for such opponents*” and that FK Liepāja “*demonstrated a solid dominance over the whole course of the game*”. As a result, the Appellant submits that the Referee Inspector Report supports that the Appellant was not involved in match-fixing, as it provides a credible explanation for the events of the Match whilst not supporting an argument that the Appellant participated in match-fixing.
- With regard to the Head of Football Report, the Appellant disputes its relevance, since the Head of the Football Department of the LFF was not even present at the Match. What is more, there is no direct mention of the Appellant and his play in the report, and it only globally refers to the level of the team in view of the result of the Match. Thus, the Head of Football Report contains no incriminating evidence against the Appellant and provides no basis for a sanction.
- Furthermore, the Appellant refers to the global circumstances of the Club. The Club was last in the Optibet Premier League prior to the Match with a negative goal difference of -18, as it was not unusual for them to lose by large margins.
- Finally, the Appellant submits an expert report (the “Expert Report”) drafted by Mr Aitor Karanka, who is an ex professional football player, coach and current UEFA Technical Observer. In the Expert Report – which was drawn up after examining the Match footage in addition to footage from two other matches – it was concluded that the behavioural issues of the Appellant during the Match were consistent with the style of play of the Appellant. In conclusion, the Expert found it “*more likely than not that the Player was not involved in match-fixing*”.

Entitlement to damages

- With regard to its request for compensation, the Appellant requests the Sole Arbitrator to apply the *de novo* powers granted by CAS Code Article R57. In this respect, the Appellant refers to CAS 2012/A/2874, in which it was highlighted that the panel is “*in principle, it is limited to the scope of the previous litigation. New claims advanced in appeal, hitherto not claimed in the previous litigation, are in principle inadmissible. However, the Panel finds that claims that could, for legitimate reasons, not have been advanced in the previous litigation, but were likely to have been claimed in the absence of such legitimate reasons at that time, do fall under the de novo competence of CAS Panels and should hence be considered as admissible.*” The Appellant submits that he could not request any damages in front of the LFF EC nor in front of the LFF AC. As the appeal was lodged within three days after the EC Decision any request for damages linked to the suspension would not yet have been pertinent as no damage was suffered by the Appellant at that time. In addition, the Appellant also referred to CAS 2015/A/4266.

- After unilaterally terminating his employment contract with the Club due to outstanding remuneration, the Appellant did not manage to find a new club, which can be easily explained by the sanction imposed on him by the LFF. No club in Latvia was willing to sign him with both the disgrace of being involved in match manipulation allegations, and the inability for the Appellant to represent any club for a whole year. In this regard, the Appellant also submits communication with a football scout (Exhibit E16) and his agent (Exhibit E17), supporting this statement. To compensate the damages the Appellant has suffered, he requests to receive the equivalent of twelve monthly salaries of his former contract with the Club as compensation plus compensation of the sanction which the LFF imposed on him.

53. On this basis, the Appellant submits the following prayers for relief in his Appeal Brief:

“The Appellant respectfully requests the Sole Arbitrator to:

1. set aside the Decision; and

2. order the Respondent to:

(i) compensate the Appellant in the amount of EUR 23,200;

(ii) reimburse the Appellant his legal costs and other expenses pertaining to this appeal in an amount of CHF 25,000; and

(iii) bear any and all costs pertaining to the arbitration”.

B. The Respondent

54. The LFF’s submissions, in essence, may be summarised as follows:

The application of sanctions to the Appellant

- Article 10.3 of Annex 1 to the LFF Disciplinary Regulations clearly and unambiguously provides that the party in breach of the further provisions is sanctioned with a fine and disqualification. Also, according to the LFF Regulations, the LFF EC is entitled to apply these sanctions. If the LFF EC concludes that one of the persons under the jurisdiction of the LFF has infringed the principles of fair play, the LFF EC is entitled to apply sanctions which are stipulated in the annex to the LFF Disciplinary Regulations.
- The LFF acted within the scope of its regulations. The LFF EC applied the disqualification and a fine to the Appellant for manipulations of (or attempts to manipulate) football matches organized in the Republic of Latvia, based on the opinion of the LFF Independent Commission for game analysis.
- In the context of the requirement for legal certainty the Respondent submits that Article 10.1 of the Annex to the LFF Disciplinary Regulations provides the possibility of sanctioning a person for manipulating or attempting to manipulate the results of a competition organized by the LFF. The Respondent points out

that this article is clear and does not require further interpretation. If a player or club does not comply with the regulations, the player or the club will succumb disciplinary sanctioning. With regard to the predictability requirement the Respondent notes that the Appellant could reasonably predict that engaging in match-fixing would have the imposition of a disciplinary sanction as a consequence, as Article 10 of the Annex to the LFF Disciplinary Regulations refers to the term “match-fixing”. In summary the Respondent submits that a disciplinary sanction can be imposed on the Appellant, whereas such sanction would not violate the principle of legal certainty.

- With regard to the alleged breach of the Appellant’s fundamental procedural rights – as the right to be served process in a fair and timely manner and the right to be heard – the Respondent notes that the CAS well-established jurisprudence provides that procedural defects can be cured through the *de novo* hearing before the CAS. However, the Respondent strongly denies having breached the Appellant’s fundamental procedural rights. The LFF’s legal bodies repeatedly and constantly invited the Appellant to comment on the alleged breaches, granted it new deadlines, requested clarifications, invited him for meetings and gave him all his right to be heard in respect to the breaches committed by him.
- Furthermore, the Respondent submits that the sanction imposed on the Appellant is proportionate.

The Appellant submitted new claims

- Furthermore, the Respondent states that the Appellant is restricted from making a fresh claim before the CAS. The Appellant’s claim for compensation was not raised at the LFF AC and must be dismissed. In this regard the Respondent refers to CAS 2012/A/2874, in which the Panel considered that “*the scope of the appeal is limited to the issues arising from the Appealed Decision, i.e. amended claims may not go beyond the scope and the amount of the previous litigation. Hence, any new claim, which was not submitted to the DRC and for which there is no legitimate reason not to have been advanced in the previous litigation, should be rejected by the Panel as inadmissible*”. Also, according to CAS 2013/A/3314 and CAS 2012/A/2874 the Sole Arbitrator’s jurisdiction is limited to the issues arising from the Appealed Decision. If the first instance proceedings were limited to a specific disciplinary offence, the CAS will not accept to hear claims based on a separate offence that was not dealt with in the Appealed Decision.
- Pursuant to Article 8 of the Swiss Civil Code, the Appellant bears the burden to prove that new claims for compensation could, for legitimate reasons, not have been advanced to the LFF AC, but were likely to have been claimed in the absence of such legitimate reasons at that time and should therefore be considered admissible by virtue of falling under the Sole Arbitrator’s *de novo* power. The Respondent submits that the Appellant failed to meet this burden, as it could have submitted evidence to support these new claims for compensation before the LFF AC issued the Appealed Decision on 25 October 2021.

The Appellant submitted new evidence

- In its Appeal Brief, the Appellant presents, for the first time, the following new evidence in order to establish LFF liability:
 - a. The Expert Report;
 - b. An alleged correspondence with a scout (Exhibit E16); and
 - c. An alleged correspondence with his agent (Exhibit E17).

In this regard, the Respondent refers to article R57.3 CAS Code, according to which the Sole Arbitrator has discretion to exclude evidence presented by the Parties if it was available to them or could reasonably have been discovered by them before the challenged decision was rendered.

- The LFF submits that the Appellant might have engaged in an abusive procedural behaviour. Whilst during the LFF proceedings the Appellant submitted a limited statement accompanied by no documents whatsoever, before CAS its Appeal Brief is not only significantly more robust, presenting a new set of factual allegations and legal arguments, but it also surprisingly contains an expert report and correspondence with a scout and an agent. The three documents now attached by the Appellant could have been available to him since the very beginning of the dispute and were therefore abusively produced at this late stage of proceedings. This is proven by the fact that since the date of the EC Decision on 9 August 2021 until the date of the Appealed Decision on 25 October 2021 the Appellant had 77 days. This means that, despite the Appellant having the communication with the scout and the agent by 25 October 2021, the Appellant did not provide it before the LFF in the various opportunities it had to do so and only did so before the CAS, more than two months after, with the Appeal Brief.

The Appellant is not entitled to compensation

- What is more, the Respondent questions the validity of the documents regarding the Appellant's communication with the scout and his agent.
- Finally, the Respondent contests the Appellant's calculation of the requested compensation. Also, the Appellant never paid the amount of the sanction and thus did not suffer from the financial sanction. Therefore, this amount cannot be taken into consideration.

55. On this basis, the LFF submits the following prayers for relief in its Answer:

“The Latvian Football Federation respectfully requests CAS to:

a. Dismiss the appeal filed by Ofoosu Appiah;

b. Confirm the decision issued on 25 October 2021 by the Latvian Football Federation's Appeals Committee;

- c. *Order Ofoosu Appiah to bear any and all costs and fees of the present arbitration; and*
- d. *Order Ofoosu Appiah to pay it a contribution towards legal fees and other expenses incurred in connection with the proceedings, pursuant to article 64.5 of the CAS Code, in an amount to be fixed by the Sole Arbitrator at its own discretion”.*

VII. JURISDICTION

56. The jurisdiction of CAS, which is not disputed, derives from Article R47 CAS Code and the following provisions of the Statutes of the LFF (the “LFF Statutes”):

- Article 58(4) that provides that:

“Decisions rendered by the Appeals Committee may be appealed only to the Court of Arbitration for Sport located in Lausanne, Switzerland or to a national independent arbitral tribunal in accordance with the provisions of these Statutes”.

- Article 62 that, *inter alia*, provides as follows:

“1. Internal disputes of the LFF relating to Leagues, League Members, Clubs and Club Members, Players and Officials may be referred in the last instance (i.e. after having been dealt with in accordance with all internal LFF procedures) only to an independent and impartial arbitral tribunal which will make a final decision excluding the jurisdiction of courts of general jurisdiction to the extent not specifically prohibited by Latvian law. [...]

4. The LFF shall ensure that it and all bodies under its jurisdiction comply fully with the final decisions of all FIFA or UEFA bodies, the independent and impartial Arbitral Tribunals referred to in paragraph 1 above and the CAS”.

- Article 63 that reads as follows:

“1. Subject to the provisions of the relevant Articles of the FIFA Statutes and/or the UEFA Statutes, any appeal against a final and binding decision of FIFA made by a FIFA Body, UEFA Body or League shall be heard by the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, unless the jurisdiction of another Court of Arbitration is established in accordance with Article 66 of the CAS. However, the CAS shall not hear appeals against breaches of the Laws of the Game and suspensions of up to four matches or up to three months or against decisions made by an independent and duly constituted Court of Arbitration of the Association or Confederation (other than decisions relating to doping).

2. *The LFF shall ensure that it and all Members, Players, Officials and match and player agents under its jurisdiction comply fully with the final decisions of all FIFA Bodies, UEFA Bodies, arbitral tribunals recognised by the LFF and the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland”.*

57. In addition, the jurisdiction of CAS is not contested by any of the Parties and is further confirmed by the Order of Procedure duly signed by the Appellant, respectively by the lack of any objection raised by the Respondent, either in its submission or during the hearing.

58. It follows that the CAS has jurisdiction to adjudicate and decide on the present dispute.

VIII. ADMISSIBILITY

59. The Appealed Decision was notified to the Appellant on 26 October 2021, and the Appellant’s Statement of Appeal was lodged on 16 November 2021, *i.e.* within the statutory time limit of 21 days set forth in Article R49 CAS Code, which is not disputed.

60. Furthermore, the appeal complied with all other requirements of Article R48 CAS Code, including the payment of the CAS Court Office fee.

61. It follows that the appeal is admissible.

IX. APPLICABLE LAW

62. Article R58 CAS 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”.

63. The Parties agree that the applicable regulations in these proceedings for the purpose of Article R58 CAS Code are the rules and regulations of the LFF, since the present appeal is directed against a decision issued by the LFF applying the rules and regulations of the same. Furthermore, the Parties agree that Latvian Law should be applied subsidiarily. What is more, the Parties both submit that the *lex sportiva* should be applied in addition to and, if necessary, over and above the rules and domestic law.

64. Based on the above, and with reference to the Parties’ submissions, the Sole Arbitrator is satisfied to accept the application of the LFF Regulations and, additionally, Latvian law and the *lex sportiva*.

X. PRELIMINARY ISSUES**➤ Admissibility of the Expert Report and Exhibits E16 and E17**

65. Before addressing the merits of the case, the Sole Arbitrator will first discuss the admissibility (or not) of the Expert Report and Exhibits E16 and E17 – the communication with a scout and the Appellant’s agent –. These documents were submitted by the Appellant in the present CAS proceedings for the first time.
66. According to the Respondent, the Appellant has engaged in an abusive procedural behaviour in the CAS proceedings since it has tried to annex as evidence to the Appeal Brief the Expert Report and Exhibits E16 and E17 while these documents could have been available to him since the very beginning of the dispute. It follows, in the Respondent’s view, that the Sole Arbitrator should exclude these documents under Article R57.3 of the CAS Code.
67. In this regard, the Sole Arbitrator refers to Article R57 CAS Code, which provides as follows:
- “The Panel has full power to review the facts and the law (...). The Panel has the discretion to exclude evidence presented by the parties if it was available to them or could reasonably have been discovered by them before the challenged decision was rendered (...)”.*
68. Under Article R57.1 of the CAS Code, and in line with the consistent jurisprudence of the CAS, the Sole Arbitrator has full power to review the facts and the law. The Sole Arbitrator therefore deals with the case *de novo*, evaluating all facts and legal issues involved in the dispute. However, this *de novo*-mandate only applies to the matter in dispute that has been brought before this Sole Arbitrator. The matter in dispute is defined by the requests of the Parties and the facts of the case.
69. In this respect, the Sole Arbitrator considers that his inherent discretion to exclude certain evidence under Article R57.3 CAS Code, should be construed in accordance with the fundamental principle of the *de novo* power or review, as specified above, which is, as mentioned before, well established in long-standing CAS jurisprudence.
70. Therefore, so the Sole Arbitrator finds, the standard of review should not be undermined by an overly restrictive interpretation of this rule. As such, the discretion to exclude evidence should be exercised with caution, for example in situations where a party may have engaged in abusive procedural behavior or in any other facts or circumstances where the Sole Arbitrator might, in his discretion, consider it either unfair or inappropriate to admit new evidence.
71. It is the Sole Arbitrator’s understanding that the submitted documents are in line with the arguments presented by the Appellant before the LFF EC and the LFF AC. The Appellant does not, so finds the Sole Arbitrator, seem to engage in abusive procedural behaviour in the CAS proceedings. The Sole Arbitrator does not consider it unfair or inappropriate to admit the “new” evidence at this stage. At any event, and for the sake of completeness, the Sole Arbitrator wishes to stress that it was also not substantiated by the Respondent that it concerns here a matter of abusive procedural behavior. In fact,

the Respondent only stated that the Appellant “*might have engaged in an abusive procedural behavior*”.

72. Moreover, which the Sole Arbitrator also does not want to leave unmentioned, the Respondent had full opportunity to discuss this evidence and to comment on these documents so that no violation of the right to be heard occurred in the case at stake.
73. In view of the above, the Expert Report and Exhibits E16 and E17 as submitted along with the Appellant’s Appeal Brief are admissible and admitted to the file.

XI. PROCEDURAL ISSUES

A. The Appellant’s due process rights in the EC Decision and the Appealed Decision

74. The Appellant has alleged that several due process violations took place during the proceedings before the LFF Ethics Committee and the LFF Appeals Committee on which basis alone, as argued by the Appellant, the Appealed Decision should be declared null and void. More specifically, the Appellant states that he did not receive the entire file relied upon by the LFF to sanction him, in particular, that he did not receive the Match Referee Report, the Referee Inspector Report, the Head of Football Report and the Starlizard Alert (the “Four Documents”).
75. Although the Sole Arbitrator agrees with the Appellant that the Four Documents had to be provided to the Appellant before the Appealed Decision was issued, all the more so because this decision was also based on these documents, the Sole Arbitrator does not find that the Appealed Decision should be declared null and void for this reason *per se*. The Sole Arbitrator will further explain as follows.
76. In this regard, as CAS appeals arbitration allows a full *de novo* hearing of the case, as set out above, with all due process guarantees, it cures any procedural defects or violations of the right to be heard, as stated in CAS 2009/A/1880-1881, paras 142, 146:
- “[...] the CAS appeals arbitration allows a full de novo hearing of a case, with all due process guarantees, which can cure any procedural defects or violations of the right to be heard occurred during a federations (or other sports body’s) internal procedure. [...] it is the duty of a CAS panel in an appeals arbitration procedure to make its independent determination of whether the Appellant’s and Respondent’s contentions are correct on the merits, not limiting itself to assessing the correctness of the previous procedure and decision”.*
77. The same approach has been followed, for instance, in other cases such as CAS 2003/O/486, para. 50:

“In general, complaints of violation of natural justice or the right to a fair hearing may be cured by virtue of the CAS hearing. Even if the initial “hearing” in a given case may have been insufficient, the deficiency may be remedied in CAS proceedings where the case is heard “de novo””.

(See also CAS 98/208 at para. 10; CAS 2006/A/1153 at para. 53; CAS 2008/A/1594 at para. 109; TAS 2008/A/1582 at para. 54; CAS 2008/A/1394 at para. 21; TAS 2009/A/1879 at para. 71).

78. In other words, even if a violation of the principle of due process occurred in prior proceedings, it may be cured by a full appeal to the CAS (CAS 94/129; CAS 98/211; CAS 2000/A/274; CAS 2000/A/281; CAS 2000/A/317; CAS 2002/A/378). In fact, the virtue of an appeal system which allows for a full rehearing before an appellate body is that issues relating to the fairness of the hearing before the tribunal of first instance “fade to the periphery” (CAS 98/211, citing Swiss doctrine and case law).
79. The Sole Arbitrator wishes to add that the Appellant have had (and used) the opportunity to bring the case before CAS, where all of the Appellant’s fundamental rights have been duly respected. In fact, at the end of the hearing, the Appellant’s counsel expressly confirmed that the Appellant had no objections in respect of his right to be heard and to be treated equally in the arbitration proceedings. Accordingly, even if any of the Appellant’s rights had been infringed upon in the prior proceedings – but without conceding that they had actually been infringed – the *de novo* proceedings before CAS, as mentioned before, would be deemed to have cured any such infringements. As a result, the Panel finds that the procedural violations alleged by the Appellant are not suitable to lead to the setting aside of the Appealed Decision.
80. For the sake of misunderstanding, the Sole Arbitrator notes that the Four Documents were finally received by the Appellant until respectively 9 December 2021 (i.e. the Match Referee Report, the Referee Inspector Report and the Head of Football Report) and 14 December 2021 (i.e. the Starlizard Alert). In other words, the Four Documents were at the disposal of the Appellant in the present CAS proceedings.
81. As a result, the Sole Arbitrator does not find that the Appealed Decision should be declared null and void and will so proceed to rule on the merits of the case.

XII. MERITS

A. The Main Issues

Introduction

82. Having dispensed with the above preliminary issues, the Sole Arbitrator can now turn to the main issues to be resolved.
83. In this regard, the Sole Arbitrator notes that pursuant to the EC Decision and the Appealed Decision, the Appellant was found to be directly involved in deliberate match-fixing and was sanctioned with a 12-month disqualification from all competitions organized by the LFF and with a fine of EUR 1,000.
84. The disciplinary proceedings against the Appellant and the resulting sanction imposed derive from the Appellant’s conduct in the Match of 29 May 2021, in which the Appellant and his Club competed in a fixture against FK Liepāja – as part of the Optibet Premier League championship – the result of which was a 5-0 win to FK Liepāja.

85. In essence, the Appellant submits that he was never involved in any match-fixing. According to the Appellant, the LFF failed to establish any involvement of the Appellant in match-fixing. Furthermore, the Appellant submits that he is entitled to damages to compensate for his loss of employment and the impossibility of finding a new club whilst this case remains unsolved.
86. In view of the above, the main issues to be resolved by the Sole Arbitrator are the following:
- i) Based on the evidence available in this case, is the Appellant to be found guilty of involvement in match-fixing in relation to the Match?
 - ii) In the event that the Appellant is not found guilty of involvement in match-fixing in relation to the Match, is the Appellant entitled to any damages and, in the affirmative, in what amount?
- i) Based on the evidence available in this case, is the Appellant to be found guilty of involvement in match-fixing in relation to the Match?**

➤ **Introductory remarks**

87. As a point of departure, the Sole Arbitrator emphasises that the burden of proof regarding the Appellant’s alleged involvement in match-fixing lies with the LFF and that the standard of proof is the one of comfortable satisfaction. This is not disputed by any of the Parties. The standard of comfortable satisfaction has been consistently upheld in CAS jurisprudence regarding match-fixing cases and has been defined as being greater than a mere balance of probability but less than proof beyond a reasonable doubt (CAS 2014/A/3625, para. 131-132 with further references to CAS 2009/A/1920, CAS 2013/A/3258, CAS 2010/A/2267, CAS 2010/A/2172).
88. Furthermore, CAS jurisprudence clearly established that to reach this comfortable satisfaction, the Sole Arbitrator should have in mind “*the seriousness of the allegation which is made*” (CAS 2014/A/3625, para. 132 with further reference to CAS 2005/A/908, CAS 2009/A/1902).
89. As to a further analysis of such standard, the Sole Arbitrator finds it important to stress that the standard of “comfortable satisfaction” is commonly defined as being greater than a mere “balance of probabilities” but less than proof “beyond a reasonable doubt”, bearing in mind the seriousness of the offence committed. The Sole Arbitrator adheres to the approach in CAS jurisprudence that this does not mean that there is some sort of “sliding scale” within the standard of “comfortable satisfaction” depending on the seriousness of the charge. At the same time, the Sole Arbitrator notes that in case of serious allegations, there should be a high degree of confidence in the quality of the evidence (CAS 2018/A/5920, CAS 2018/A/5906 and CAS 2011/A/2490). This indicates, therefore, that the standard lies closer to the test of beyond a reasonable doubt than to that of a mere balance of probability. The Sole Arbitrator feels itself comforted in this analysis. The Sole Arbitrator notes that the charge in the matter at hand is serious and that the consequences for the Appellant are severe if such charge would be established, reason for which the Sole Arbitrator will carefully and critically analyze the quality of the evidence. In this regard, the Sole Arbitrator also refers to Article

8.10.7 of the LFF Statutes of Legal Bodies of the Association from which it can be derived that the manipulation of football competitions organised in the Republic of Latvia must be based on evidence.

90. In view of this burden and standard of proof, the Sole Arbitrator notes that the LFF relies on seven types of evidence to justify the Appealed Decision: a) the BFDS Match Report; b) the Sport Integrity Team Match Report; c) the Starlizard Alert; d) the LFF Independent Commission Report; e) the Match Referee Report; f) the Referee Inspector Report; and finally, g) the Head of Football Report.
91. Before addressing the above evidence in detail, the Sole Arbitrator also wishes to note as a preliminary point of attention, as was raised by the Appellant as to several of the reports, as referred to above, that the Respondent was not capable of explaining the instructions received by expert groups in providing their reports and that information as to the composition, mandate and/or scope of review was missing. In particular, this was the case as to the Starlizard Report, the Sport Integrity Team Report, the LFF Independent Commission Report and the Head of Football report.
92. The Sole Arbitrator agrees with the Appellant that these aspects were not clear. During the hearing, the Sole Arbitrator asked for more clarity from the Respondent as to this particular issue, however, in the eyes of the Sole Arbitrator, the Respondent did not sufficiently address this issue except for some more information as to the composition. Although there is no particular reason for the Sole Arbitrator to put in doubt the expertise or independence of the members of these expert groups, the Sole Arbitrator brings in mind, as set out above, that the burden of proof is on the Respondent with regard to the Appellant's alleged involvement in match-fixing. By not providing further information, such circumstances, also in light of the standard of comfortable satisfaction, will be taken into account by the Sole Arbitrator.

➤ **The reports**

a) *The BFDS Match Report*

93. As a starting point, the Sole Arbitrator brings in mind, as also referred to by the Appellant, that the BFDS Match Report, was the basis for the LFF's decision to investigate the Match. In this regard, the Sole Arbitrator refers to previous CAS decisions in which the reliability of a BFDS Match Report to detect cases of match-fixing has already been evaluated and confirmed:

“The Panel took note of the study of the BFDS carried out by Prof. Forrest, his explanation of the BFDS and his review of the system during the hearing. Prof. Forrest concluded in his report that “[o]ur overall conclusion from the study is that matches reported as suspicious by the [BFDS] are very likely to have indeed been manipulated”. On the basis of such unrebutted expert testimony of Prof. Forrest and his report (written together with Prof. McHale) as well as the explanations of Mr. Mace, and despite the above Panel's remark that there is still some room for improvement, the Panel is satisfied that the BFDS is a reliable means of evidence to prove indirect involvement in match-fixing” (CAS 2016/A/4650, para. 102).

“Finally, the Panel wishes to make clear that the reason for upholding the Club’s appeal is not based on the lack of admissibility or reliability of the BFDS reports as evidence in cases of match-fixing. Even less can this decision be qualified as a departure from the jurisprudence established by previous CAS panels. To the contrary, this Panel finds that the BFDS reports, generally speaking, are a valuable tool in the detection and subsequent sanctioning of match- fixing violations. However, just like any other evidence, also BFDS report do not exempt a panel from carefully evaluating the evidence” (CAS 2017/A/5272, para. 75).”

94. Therefore, based on a detailed examination of the BFDS Match Report, the Sole Arbitrator finds that the information and conclusions derived from the BFDS are valuable evidence that can be used to conclude that a match was manipulated or not for betting purposes.

95. The Sole Arbitrator further notes that the Appellant has not ruled out the possibility of concluding, on the basis of the BFDS Match Report, that the Match was manipulated for betting purposes.

96. Be that as it may, the Sole Arbitrator stresses, however, that *“the circumstance that a match is considered manipulated for betting purposes is only the first step in deciding whether a certain player or a certain club with comfortable satisfaction is to be considered directly or indirectly involved in such match-fixing”* (CAS 2017/A/5338, para. 83). Put differently, the BFDS Match Report is therefore not in itself, and without further documentation or evidence, sufficient to establish a link between the match-fixing and the Appellant.

97. More specifically looking at the BFDS Match Report, based on the betting data and the subsequent analysis of the Match information, the report concluded as follows:

“This match raises a credible level of concern from an integrity perspective due to the strong betting for at least two goals to be scored in the first half, FC Noah Jurmala to lose the match by at least five goals and for at least six goals to be scored in total. Based on the information available, it is possible that FC Noah Jurmala were involved in the potential manipulation of the match”.

98. With regard to the alleged involvement of the Appellant in the match-fixing in relation to the Match, it can be observed, and the Sole Arbitrator wishes to emphasise, that the Appellant is not independently highlighted in the BFDS Match Report. As is rightfully concluded by the Appellant, none of the incidents referred to by the BFDS Match Report mentions the Appellant. Only the defence of the Club in general during the Match, of which the Appellant was a part, is mentioned in one of the five match incidents:

“In the 17th minute of the match, for the first goal of the fixture (0:1), FC Noah Jurmala goalkeeper Bojan Knezevic failed to save a shot at his near post, after FC Noah Jurmala defenders afforded an opposing attacker space to run into the box and score (25:30)”.

99. Although it makes sense that BFDS Match Report formed the basis for the LFF's decision to investigate the Match, the Sole Arbitrator concludes that the Appellant was not mentioned in the report and, consequently, the report does not provide for any evidence for any involvement of the Appellant in match-fixing.

b) *The Sport Integrity Team Match Report and c) the Starlizard Alert*

100. With regard to the Sport Integrity Team Match Report and the Starlizard alert, the Sole Arbitrator notes that both of these reports only focus on specific betting patterns and betting behaviour during the Match and do not highlight any specific players or match incidents leading to the suspicious betting patterns.

101. As set out above, the Sole Arbitrator repeats that the Respondent, also not during the hearing, was not capable of giving further information as to the exact instructions received by the expert group in providing the Sport Integrity Team Match Report and the Starlizard Alert. This also makes that the Sole Arbitrator has some doubt as to the quality of this evidence as this touches upon the degree of confidence in such evidence. The Sole Arbitrator fully endorses the view of the Sole Arbitrator in CAS 2017/A/5338 that it is regrettable that the Respondent was incapable of explaining the instructions received by the expert group at stake in providing their report.

102. Be that as it may, it is without a doubt that, and so irregardless of the degree of confidence in such evidence, which is limited as indicated before, the Sport Integrity Team Match Report and the Starlizard Alert do not in any concrete way link the Appellant to circumstances documenting or indicating that the Appellant should in fact have been involved in any match-fixing.

d) *The LFF Independent Commission Report*

103. Following the BFDS Match Report, the Sport Integrity Team Match Report and the Starlizard Alert, the LFF EC requested the LFF Independent Commission to analyse the video recording of the Match.

104. The LFF Independent Commission Report concluded, *inter alia*, the following:

“In the course of analysis of the video recording of the game FC Noah Jurmala - FC Liepāja, the LFF independent commission has spotted several strange, illogical actions that were performed contrary to the basic principles of the football game and cannot be explained by mistakes that occur while doing everything in the best conscience and with the best intentions to play better and in accordance with the team's sporting interests [...]

After evaluating the episodes of the game, we unequivocally conclude that: [...]

football players of FC Noah Jurmala that were directly involved in the deliberate manipulation of the game result are: goalkeeper Bojan Knežević (No. 1), defenders Klāvs Kramēns (No. 2), Ofoosu Appiah (No. 5), Vladislavs Kuzmins (No. 3), Oleksii Babir (No. 10) and Rolands Putāns (No. 24).;”

105. With regard to the Appellant individually, the LFF Independent Commission found on seven different occasions that he failed to engage adequately in his defensive tasks.

106. The Sole Arbitrator, however, is not comfortably satisfied that the observations made by the LFF Independent Commission Report constitute *per definition* sufficient evidence of match-fixing from the side of the Appellant.
107. Also as to this report, the Sole Arbitrator notes and finds it of relevance that the Respondent was not capable of giving further information as to the exact instructions received by the expert group in providing its report, as indicated before, which, again, affects the degree of confidence in such evidence.
108. Further to this, and being aware of the incidents and the seven different occasions that the Appellant failed to engage adequately in his defensive tasks, as follows from the LFF Independent Commission Report, the Sole Arbitrator cannot ignore the findings of the Expert, who also found, as was further explained during the hearing, it was “*more likely than not that the Player was not involved in match-fixing*”. From the report of the Expert it clearly followed that “*the Player, his teammates, and the Team, are not of a particularly high standard in comparison to other professional football players and teams*”.
109. During the hearing, the Expert was able to explain that the style of the Appellant, in particular, the way he played football, was relevant to consider in order to better understand the errors made. The events that were flagged by the LFF as suspicious were explained without any reference to manipulation, as was rightfully stated by the Appellant. Therefore, and in the absence of any further counterevidence from the side of the Respondent, also not during the hearing, the Sole Arbitrator does not rule out that errors were simply made by the Player.

e) *The Match Referee Report*

110. In the Match Referee Report the following, *inter alia*, was concluded:

“During the game, the people in the technical area were very calm. I would like to note about the game itself that the game looked very strange, there were no fights and no emotions according to the principle of sport.

[...]

36th minute: 3-0 The goalkeeper’s position is 25-30 meters from the goal, NOAH defender No.5 plays as the last defender (looks strange again), very deep, thus FK Liepaja already had a numerical superiority in the attack”.

111. The Sole Arbitrator notes that this is a very vague and overall assessment of the Match and the Appellant’s behaviour, which is not substantiated by additional information or details. The fact that the Appellant looked “*strange again*” does not comfortably satisfy the Sole Arbitrator that the Appellant was involved in match-fixing *per definition*. These allegations are not specific enough, so finds the Sole Arbitrator.
112. Further to this, the Sole Arbitrator, cannot ignore the fact, as was raised by the Appellant, that the report was drafted more than two weeks after the Match. In other words, it was not a report that was drafted directly after the Match. The Sole Arbitrator finds it important to highlight such circumstances, also, and again, together with the

lack of information as to the scope and further circumstances of the case. As mentioned before, this has its effect on the degree of confidence in the quality of such evidence.

f) *The Referee Inspector Report*

113. In the Referee Inspector Report, the Match was summarized as follows:

“The final score on the board tells everything about the game. The visiting team demonstrated a solid dominance over the whole course of the game. The hosting team are just physically not ready for such opponents, also certain actions from individual players were surprising (see Notes)”.

114. The Sole Arbitrator has to conclude again that this is only a very general and overall assessment of the Match and does not in any concrete way link the Appellant to circumstances documenting or indicating that the Appellant has been involved in match-fixing in relation to the Match.

115. As to this report it is important to lay emphasis on the fact that it concerns a document analysing the performances of the refereeing team during the Match. In other words, there was no analysis of any player on the field. It is clear for the Sole Arbitrator that not being physically ready for such opponents, as follows from the report, does not come close to any evidence that it was the Appellant who was involved in match-fixing. Reference was made to certain “Notes”, but the Sole Arbitrator emphasises that no such notes were not enclosed.

116. Furthermore, also as to this report, the Sole Arbitrator notes that the Respondent has failed to present the Sole Arbitrator with an explanation of the background and relevance of the Referee Inspector Report.

g) *The Head of Football Report*

117. In his report, dated 31 May 2021, the Head of the Football Department of the LFF concluded that *“this was a fraudulent game played by FC “Noah”*”.

118. However, the Sole Arbitrator notes that also in the Head of Football Report the Appellant is not mentioned personally and directly in relation to specific match incidents indicating this fraudulent game. Only the goalkeeper is individually highlighted several times and the defence in general is mentioned once, but without highlighting any mistakes on their part, let alone, as said, that the Appellant was mentioned.

119. Further to this, the Sole Arbitrator notes again that the Respondent has also failed with regard to the Head of Football Report to present the Sole Arbitrator with an explanation of the background of the Head of Football Report. In addition, the Respondent was unable to specify the information the Head of the Football Department of the LFF had received before the review.

➤ **The Appellant’s involvement in match-fixing**

120. Having carefully analysed the above reports, the Sole Arbitrator concludes that the Respondent failed to prove that, as a result of the Appellant’s conduct during the Match,

a link may be assumed to exist between the Appellant's conduct on the field during the Match and the circumstance that this match is considered manipulated for betting purposes. Similarly, the Sole Arbitrator finds that the Respondent failed to prove that the Appellant, based on the Appellant's conduct during the Match, was in any way in breach of the principles of fair play.

121. The Sole Arbitrator finds that the contents of the reports in no way whatsoever be attributed any considerable evidential value to substantiate the alleged wrongdoings by the Appellant, as was also decisive in CAS 2017/A/5338, let alone that most reports do not even mention the Appellant.
 122. As mentioned before, it cannot be ruled out that the Match was manipulated. However, this does not in itself provide a sufficient basis for assuming, that the Appellant participating in a manipulated match (if so) is automatically, as a matter of course, involved in this manipulation or in any other way breached the principles of fairness.
 123. Under the circumstances, it cannot be concluded that the Appellant was involved in match-fixing and/or in any other way breached the principles of fair play. The Sole Arbitrator does not find that it can be established with comfortable satisfaction that the conduct of the Appellant in any of the situations was the result of any unsportsmanlike considerations, or that the conduct of the Appellant in any of the situations was so strikingly poor or passive beyond measure that his conduct must be assumed to be linked to other considerations which are incompatible with the principles of fair play.
 124. Based on that, the Sole Arbitrator finds that the Respondent failed to prove that, as a result of the Appellant's conduct during the match, a link may be assumed to exist between the Appellant's conduct on the field during the Match and the circumstance that this match is considered manipulated for betting purposes. Thus, the Sole Arbitrator finds that the Respondent has not adequately discharged the burden of proof to establish with comfortable satisfaction that the Appellant was involved in match-fixing or in any other breach of the principle of fair play. Therefore, also having in mind the clear statements made by the Expert, the Sole Arbitrator is not comfortably satisfied that the Appellant was actually involved in manipulating the result of the Match.
 125. Given the circumstances, there was no basis for the sanction imposed on the Appellant, which is therefore set aside. There is no further need to discuss the defense of the Respondent that relates to the application of sanctions, including its predictability.
- ii) In the event that the Appellant is not found guilty of involvement in match-fixing in relation to the Match, is the Appellant entitled to any damages and, in the affirmative, in what amount?**
126. Having now decided that the Appellant could not be found guilty of involvement in match-fixing in relation to the Match, the Sole Arbitrator will now address the question whether the Appellant is entitled to any damages and, in the affirmative, in what amount.
 127. According to the Respondent, the Appellant is, however, limited from making new claims before CAS, due to the scope of the appeal being limited to the issues arising from the Appealed Decision as such claim was not submitted in the prior proceedings.

Therefore, in the Respondent's view, the Appellant's request for compensation for damages should be dismissed as inadmissible and unjustified.

128. The Appellant submits that he could not request any damages in front of the LFF EC nor in appeal as the purpose of the appeal was to object to the EC Decision (which held that the Appellant had been involved in match-fixing) and therefore indirectly to prevent the suspension coming into force. As the appeal was lodged within three days after the EC Decision, any request for damages linked to the suspension would not yet have been pertinent as no damage was suffered by the Player at that time. In this regard, the Appellant refers to CAS 2012/A/2874.
129. The Sole Arbitrator notes that the Appellant, indeed, did not claim any amount for compensation of damages in front of LFF AC and that the Appellant is currently requesting CAS to award him an amount of EUR 23,200.
130. In this regard, the Sole Arbitrator again refers to Article R57 CAS Code, as cited above.
131. CAS jurisprudence, however, shows that in reviewing a case in full, the Sole Arbitrator cannot go beyond the scope of the previous litigation. It is limited to the issues arising from the challenged decision (CAS 2007/A/1396 & 1402 at § 46, with further references to: CAS 2008/A/1478, CAS 2007/A/1294, TAS 2007/A/1433, TAS 2002/A/415 & 426).
132. Although it is true that claims maintained in a statement of appeal may be amended in an appeal brief, such amended claims may however not go beyond the scope and the amount of the previous litigation that resulted in the Appealed Decision. Maintaining any other opinion will be against the basic principles of the scope of an appeal.
133. Therefore, under the present circumstances, the Sole Arbitrator finds that he is limited to the scope of the previous litigation. New claims advanced in appeal, hitherto not claimed in the previous litigation, are in principle inadmissible. As such, the Appellant's claim for damages in the amount of EUR 23,200 is inadmissible.
134. For the sake of completeness, the Sole Arbitrator wishes to note, as was also confirmed during the hearing, that the Appellant never paid the amount of EUR 1,000, which was the sanction on the Appellant imposed by the LFF. Obviously, as the Appealed Decision is now set aside, such obligation to pay no longer rests on the Appellant.
135. In addition to the above, the Sole Arbitrator also wishes to note that it seems that the CAS would not even have jurisdiction as to the Appellant's claim for damages in the amount of EUR 23,200. As a matter of fact, such competence does not follow from the Statutes of the LFF, in particular Article 63, that the CAS has jurisdiction over such claims, also noting that such competence was also not demonstrated by the Appellant. Should the Appellant find that it has a claim for damages, the correct forum must be addressed to pursue such claim.
136. As a final note, the Sole Arbitrator wishes to add that even if the claim for damages in the amount of EUR 23,200 would have been admissible and CAS would have had jurisdiction, it should not be left unmentioned that it is still far from certain for the Sole Arbitrator that this claim could be accepted. In fact, the Appellant, *inter alia*, took the

stance that he did not manage to find a club due to the sanction imposed on him by the LFF. However, on the other side, the Appellant, which was confirmed by the Expert, as set out above, clearly took the position, in relation to the accusations for match-fixing, that “*the Player, his teammates, and the Team, are not of a particularly high standard in comparison to other professional football players and teams*”. The Sole Arbitrator, therefore, does not rule out that also for this reason it is more difficult to find a new club and that the reason for it was so not only related to the match-fixing suspicions.

B. Conclusion

137. Based on the foregoing and after taking into consideration all evidence produced and all arguments made, the Sole Arbitrator finds that the Respondent has not adequately discharged the burden of proof, as set out above, to establish with comfortable satisfaction that the Appellant was involved in match-fixing in relation to the Match. Therefore, the Sole Arbitrator concludes that there was no basis for the sanction imposed on the Appellant, leading to the consequence that the Appealed Decision is set aside.
138. However, as to the claim for damages in the amount of EUR 23,200, the Sole Arbitrator concludes that he cannot entertain such request as he cannot go beyond the scope of the previous litigation, also considering that the Appellant has failed to present any legitimate reasons that this should fall under the *de novo* competence of the Sole Arbitrator. Consequently, this part of the Appellant’s claim is deemed inadmissible.
139. The Appeal filed against the Appealed Decision is therefore partially upheld.

XIII. COSTS

(...).

* * * * *

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Mr Oforu Appiah on 16 November 2021 against the decision rendered on 25 October 2021 by the Appeals Committee of the Latvian Football Federation is partially upheld.
2. The decision rendered on 25 October 2021 by the Appeals Committee of the Latvian Football Federation is set aside.
3. Item 3.3 of the decision nr. 3/2021 rendered on 9 August 2021 by the Ethics Committee of the Latvian Football Federation finding that Mr Oforu Appiah was directly involved in deliberate match-fixing and pursuant to which Mr Oforu Appiah was imposed with a 12- month ban from all competitions organised by the Latvian Football Federation and with a fine of EUR 1’000 (one thousand Euro), is annulled.

4. The appeal filed by Mr Ofosu Appiah on 16 November 2021 against the decision rendered on 25 October 2021 by the Appeals Committee of the Latvian Football Federation is inadmissible insofar it concerns financial claims advanced by Mr Ofosu Appiah against the Latvian Football Federation.
5. (...).
6. (...).
7. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 18 April 2023

THE COURT OF ARBITRATION FOR SPORT

Frans M. de Weger
Sole Arbitrator