

In the Matter of a Notice of Major Offense of Alleged Corruption Offenses under the
TENNIS ANTI-CORRUPTION PROGRAM (“TACP”)

Between

Mr. Pengyu Lu

(the “**Covered Person**”, the “**Player**”)

and

International Tennis Integrity Agency

(the “**ITIA**”)

Before **Anti-Corruption Hearing Officer, TACP, Mr. Philippe Cavalieros** (the “**AHO**”)

DISPOSITION SUMMARY

The orders found at the end of this Decision are repeated below for the convenience of the reader.

1. Pengyu Lu is a Player and a Covered Person within the respective meaning of Sections B.28 and B.10 of the 2025 TACP.
2. The Covered Person is found to have committed Offenses under respectively Sections D.1.d, D.1.f and D.1.b of the 2024 TACP, and Sections D.1.d, D.1.f, D.1.b, F.2.b and F.2.c of the 2025 TACP. As a result of the breaches of the 2024 and 2025 TACP, the Covered Person is declared ineligible from Participation in any Sanctioned Event for a period of 6 years.
3. The ordered suspension is effective on the day of the Provisional Suspension, in accordance with Section F.3.e.ii of the 2025 TACP. The suspension shall therefore commence on 19 August 2025 and end on 19 August 2031.
4. A fine of USD 25,000 has also been imposed on the Covered Person, in accordance with Section H.1.a of the TACP. Such fine must be paid in full by the Player prior to applying for reinstatement, in accordance with Section J.1 of the 2025 TACP.
5. The present Decision is the full, final and complete determination of the matter and is binding on all Parties. The present Decision is however subject to a right of appeal to the Court of Arbitration for Sport (CAS) in accordance with Section I.1 of the 2025 TACP. The deadline for filing an appeal with CAS shall be twenty Business Days from the date of receipt of the Decision.
6. The present Decision shall in any event remain in effect while under appeal, unless CAS orders otherwise, in accordance with Section I.2 of the 2025 TACP.
7. The present Decision shall be publicly reported in full, in accordance with Section G.4.e of the 2025 TACP.

DECISION OF THE AHO

I. INTRODUCTION

8. The Parties (**A**) and the alleged offenses with which the Player is charged (**B**) are in turn presented below.

A. The Parties

9. Pengyu Lu is a Chinese professional tennis player who held an ATP singles ranking of 1042 at the end of 2025 and a career-high singles ranking of 896. Mr. Lu regularly played in ITF World Tennis Tour events from 2023 until the M15 Wuning held from 4-10 August 2025, prior to his provisional suspension on 19 August 2025 (the “**Provisional Suspension**”).
10. The ITIA administers the Tennis Anti-Corruption Program for the Governing Bodies of tennis through the Tennis Integrity Supervisory Board.
11. Philippe Cavalieros holds an appointment as an Anti-Corruption Hearing Officer under Section F.1.a. of the TACP.

B. Overview of the alleged corruption offenses

12. The present matter involves 11 alleged breaches of the 2024 or the 2025 TACP.
13. The alleged breaches concern 3 different matches which the Covered Person played in, 2 of which took place in 2024 and 1 of which was in 2025.
14. In 2 matches, the offense allegedly committed by the Player constitutes three separate breaches of the 2024 TACP. In 1 match, the offense allegedly committed by the Player constitutes five separate breaches of the 2025 TACP.
15. More specifically:
- i. In all 3 matches, it is alleged that the Player contrived or attempted to contrive the outcome or an aspect of the match, in breach of Section D.1.d of the 2024 or 2025 TACP;
 - ii. In all 3 matches, it is alleged that the Player received money on the basis of not giving his best efforts in a match, in breach of Section D.1.f of the 2024 or 2025 TACP;

- iii. In all 3 matches, it is alleged that the Player facilitated betting, in breach of Section D.1.b of the 2024 or 2025 TACP;
 - iv. In relation to 1 match, it is alleged that the Player failed to cooperate with the ITIA investigations and/or destroyed evidence, in breach of Sections F.2.b and/or F.2.c of the 2025 TACP.
16. The AHO's specific findings on each of the alleged breaches listed above are set out under Section IV.B of the present Decision.

II. OVERVIEW OF THE PROCEDURAL HISTORY

17. On 19 August 2025, the ITIA issued a Notice of Provisional Suspension under Section F.33 of the 2025 TACP to Mr. Lu.
18. On 2 October 2025, Mr. Lu, represented by his counsel, Mr. Yuan Zhou of Guantao, filed an Appeal Brief against the Provisional Suspension, denying the alleged Corruption Offenses and alleged non-compliance with the ITIA's investigations.
19. On 15 October 2025, the ITIA filed a reply brief setting out its case and evidence against Mr. Lu.
20. On 24 October 2025, Mr. Lu filed a further submission.
21. On 29 October 2025, a hearing took place with Mr. Lu, his counsel, ITIA representatives, and AHO Raj Parker.
22. On 10 November 2025, AHO Raj Parker dismissed the appeal against the Provisional Suspension.
23. On 19 November 2025, the ITIA served Mr. Lu with a "Notice of Major Offense under 2025 Tennis Anti-Corruption TACP and sanction proposal" (the "**Notice of Major Offense**").
24. On 2 December 2025, Mr. Lu acknowledged receipt of the Notice and requested, by way of email with his counsel in copy, that the matter be referred to an AHO.
25. On 5 December 2025, Mr. Philippe Cavalieros was appointed as AHO in this matter.
26. On the same day, the AHO invited the Parties to provide their respective availability on 11 and 12 December 2025, for a procedural call.
27. On 10 December 2025, the Case Secretariat informed the AHO of the ITIA's availability on 12 December 2025 and indicated that Mr. Lu or his counsel had not yet responded.

28. On the same day, the AHO confirmed that the procedural call would take place on 12 December 2025 at noon CET, via MS Teams – whilst specifying that the procedural call would be rearranged if it turned out that Mr. Lu were not available at such time. The AHO moreover invited Mr. Lu to confirm as soon as possible that he and/or his legal representative would attend the procedural call. Finally, the AHO invited the Parties to submit a draft procedural order containing a proposed procedural timetable for this matter.
29. On 11 December 2025, the Case Secretariat shared the ITIA’s proposed procedural order and timetable. The Case Secretariat moreover informed the AHO that no reply had yet been received from the Player or his counsel.
30. On 12 December 2025, a procedural call took place between the AHO, Ms Julia Lewis of the ITIA, and Mr. Hamid Gharavi and his colleagues as the ITIA’s external counsel. The AHO noted the Player’s absence during such call and accordingly proposed that the call be recorded and subsequently circulated to the Parties. The AHO moreover indicated that any procedural timetable adopted following this call could be amended if the Player and/or his counsel so requested.
31. On 15 December 2025, the AHO issued Procedural Order No. 1, setting out the procedural rules and timetable for this matter, subject to “*any potential amendments*”, “*including, further to the participation of the Covered Person*”.¹
32. On 16 December 2025, the Case Secretariat sent Procedural Order No. 1 to the Parties, together with a link to the audio recording of the procedural call.
33. On 13 February 2026, the ITIA filed its Brief, together with Exhibits ITIA-01 to ITIA-65, the Witness Statement of Sarah Hamlet and the Witness Statement of Andrew Carmichael.
34. On 17 February 2026, the Case Secretariat, at the AHO’s request, re-sent by email (with delivery and read receipt requests) Procedural Order No. 1, the ITIA’s Brief and its supporting evidence, to the Player and his counsel.
35. On the same day, the Case Secretariat informed the AHO that it had received confirmation of the delivery of the email to the Player and his counsel.
36. On 30 March 2026 – via an email from the Case Secretariat to the Parties and their respective counsel (with delivery and read receipt requests) – the AHO noted that the Player had failed to submit his answering brief by 27 March 2026, as required under paragraph 9 of Procedural Order No. 1. The AHO added that, absent any motivated request from the Player for an extension of time to submit his answering brief, the ITIA should, by 3 April 2026: (i) confirm whether it intended to submit an additional brief on

¹ Procedural Order No. 1.

10 April 2026, in accordance with paragraph 10 of Procedural Order No. 1; and (ii) confirm whether it deemed it necessary to maintain the Hearing scheduled for 9 June 2026, without prejudice to any decision from the AHO thereon.

37. On 4 April 2026, the ITIA informed the AHO and the Player that, in the absence of any submissions from Mr. Lu, it considered that no reply or update from the ITIA was required. As regards the Hearing, the ITIA indicated that it left it to the AHO's discretion as it would be equally comfortable with either (1) proceeding to a hearing if the AHO would find it beneficial, or (2) addressing by writing any questions the AHO may have in due course.
38. On 7 April 2026 – via an email from the Case Secretariat to the Parties and their respective counsel (with delivery and read receipt requests) – the AHO acknowledged receipt of the ITIA's comments. With respect to the Hearing, the AHO decided that, in light of the ITIA's comments and of the Player's failure to participate in these proceedings, a Hearing was not necessary in the present case. The AHO accordingly informed the Parties that he would address any questions he may have to the Parties in writing, and that he would render his Decision thereafter.
39. At the AHO's request, the Case Secretariat has prepared a table listing the above correspondence, identifying the email addresses to which it was sent and setting out the date and time of the corresponding delivery receipts. The AHO attaches this table to this Decision as Annex 1.

III. PRELIMINARY ISSUES

40. At the outset, before addressing the different offenses which the Player is charged with, the AHO sets out below his observations with respect to jurisdiction, the applicable law, and the applicable standard and burden of proof.

A. Jurisdiction

41. The AHO notes that his jurisdiction over this matter is undisputed by the Parties. Specifically:
 - i. The ITIA has demonstrated that the AHO has jurisdiction over this matter, since Mr. Lu qualifies as a "*Player*" and a "*Covered Person*" within the meaning of Sections B.28 and B.10 of the 2025 TACP respectively, and since Mr. Lu was bound by the TACP at the times of the relevant breaches in 2024 and 2025, having agreed to comply with the same when registering to obtain his ITF International Player Identification Number;²

² ITIA's Brief dated 13 February 2026, paras. 27-30. See also, WS2-SH, Witness Statement of Ms. Sarah Hamlet, paras. 4-7.

- ii. Mr. Lu, for his part, expressly requested that the matter be determined by an AHO, on 2 December 2025, after having received the Notice of Major Offense.³
42. Hence, it is uncontroversial that following the Player’s request, made in accordance with Section G.1.b.iii of the TACP, the AHO has jurisdiction to render his Decision in the present matter, pursuant to Section G.4 of the TACP.

B. Applicable Rules and Applicable Law

43. Pursuant to Sections K.5 and K.6 of the TACP:
- i. The rules applicable to the merits of the case are the 2024 and 2025 TACP respectively. Specifically, the 2024 TACP applies to the offenses allegedly committed in 2024, whereas the 2025 TACP applies to those allegedly committed in 2025;
 - ii. The procedural rules applicable to these proceedings are those set out in the 2025 TACP (the “TACP”).
44. In addition, and as noted by the ITIA,⁴ the Tennis Anti-Corruption Program is governed by the laws of the State of Florida, in accordance with Section K.2 of the TACP. Thus, if and where needed, the laws of the State of Florida apply to this matter.

C. Standard and Burden of Proof

45. As noted by the ITIA in its Brief,⁵ Section G.3.a of the TACP provides that the ITIA “shall have the burden of establishing that a Corruption Offense has been committed”.
46. Section G.3.a adds that “the standard of proof shall be whether the ITIA has established the commission of the alleged Corruption Offense by a preponderance of the evidence”.
47. According to the ITIA, the “preponderance of the evidence” standard is satisfied if it is shown that it is more likely than not that the Player engaged in the alleged conduct constituting the offense. In other words, where “there is a greater than 50% chance” that the Player committed the alleged offense, the standard is met.⁶

³ Email from Mr. Lu ([REDACTED]) to the Case Secretariat dated 2 December 2025: “Dear ITIA, I have received the correspondence entitled “Re: Notice of Major Offense under 2025 Tennis Anti-Corruption Program and Sanction Proposal”. However, I firmly maintain that I have not engaged in any conduct in violation of the Anti-Corruption Program, and I do not acknowledge or accept the allegations made by the ITIA. I hereby request an Arbitral Hearing Officer (AHO) to determine the matter. Best regards, Pengyu Lu” (emphasis added).

⁴ ITIA’s Brief dated 13 February 2026, paras. 31-32.

⁵ ITIA’s Brief dated 13 February 2026, para. 35.

⁶ ITIA’s Brief dated 13 February 2026, para. 37.

48. The AHO agrees with the above proposition, repeatedly confirmed and endorsed by the CAS in previous caselaw.⁷ Further, the AHO agrees with the ITIA that such standard is justified by the inherent difficulties in proving corruption and match-fixing.⁸
49. Considering the above, and pursuant to Section G.3.a of the TACP, the AHO shall assess, with respect to each alleged Corruption Offense addressed below, whether or not the ITIA has established that it is more likely than not that such offense was committed. In the absence of any submissions from the Player in these proceedings, the AHO shall moreover verify whether the preponderance of evidence adduced by the ITIA can be rebutted in any way.
50. In doing so, the AHO agrees with the ITIA that not only direct evidence is required, and that the AHO may also take account of circumstantial evidence (as established in a number of CAS cases cited by the ITIA).⁹ Unlike direct evidence, circumstantial evidence does not directly prove a fact but supports an inference that the fact exists. The AHO considers the use of circumstantial evidence particularly relevant in cases involving allegations of corruption such as the present one, due to the secretive nature of corrupt practices, where parties typically seek to conceal evidence. The way in which the AHO has taken account of circumstantial evidence in the present proceeding is detailed below under Section IV.B.

IV. THE CORRUPTION OFFENSES ALLEGEDLY COMMITTED BY THE PLAYER

51. Before addressing the Corruption Offenses allegedly committed in relation to each of the three specific matches listed in the Notice of Major Offense (**B**), the AHO sets out below the factual background to this case and the general evidence relied upon by the ITIA (**A**).
52. Whilst the AHO has taken account of the entirety of the ITIA's allegations, arguments and supporting evidence to reach the decisions below, only the facts and arguments that are considered as most relevant are set out below.

A. Factual background and general evidence relied upon by the ITIA

53. The general circumstantial evidence relied upon by the ITIA in this case includes: Mr. Renlong Pang's admissions to match fixing (**i**); the identity of "[REDACTED]" and his relationship with the Player (**ii**); the nature of the financial transactions between the Player and "[REDACTED]" (**iii**); and the Player's financial difficulties and propensity to gambling (**iv**).

⁷ See for instance, Exhibits ITIA-14 to ITIA-18.

⁸ ITIA's Brief dated 13 February 2026, para. 36.

⁹ ITIA's Brief dated 13 February 2026, paras. 38-39.

(i) *Mr. Renlong Pang’s admissions to match fixing and their relevance for this case*

54. On 7 November 2024, a Chinese tennis player, Mr. Renlong Pang, was provisionally suspended by the ITIA. It was subsequently established that Mr. Pang had fixed, or attempted to fix, 22 matches between May and September 2024. In fact, Mr. Pang himself admitted to fixing five singles matches at ITF World Tennis Tour [REDACTED] [REDACTED] and ATP [REDACTED] level, in addition to making 17 corrupt approaches to other professional players, resulting in six further matches being fixed. Mr. Pang was accordingly suspended from the sport for a period of 12 years and fined USD 110,000 (of which 70,000 is suspended).¹⁰

55. According to the ITIA, the above information is relevant because in the context of match-fixing, Mr. Pang received payments from an individual named “[REDACTED]” (“[REDACTED]”¹¹ who the evidence suggests is the same person having made payments to Mr. Lu. Specifically:

i. *With respect to the Player:*

- An ITIA investigator has found that Mr. Lu is connected on Alipay with an account that has the display name “[REDACTED]” and partial name “[REDACTED]”. The contact’s email address is partly concealed as “[REDACTED]” and the identity of the individual is unknown, as in the section called “real name”, the text “the other party has hidden” is displayed.¹²
- When analysing the Player’s telephone, the ITIA investigator moreover found that 7 financial transactions between Mr. Lu and [REDACTED] had taken place between 20 November 2024 and 20 February 2025.¹³
- In his Appeal of the Notice of Provisional Suspension, Mr. Lu provided Alipay records with [REDACTED] for the period of June 2024 to May 2025 confirming that payments had been made during that period.¹⁴

ii. *With respect to Mr. Pang:*

- Further to the ITIA investigations into Mr. Pang’s mobile phone, an ITIA investigator extracted and identified exchanges of WeChat messages (including a series of screenshots depicting financial transactions) between Mr. Pang and three

¹⁰ Exhibit ITIA-19.

¹¹ WS1-AC, Witness Statement of Mr. Andrew Carmichael dated 13 February 2026, para. 38.

¹² WS1-AC, Witness Statement of Mr. Andrew Carmichael dated 13 February 2026, para. 22.

¹³ WS1-AC, Witness Statement of Mr. Andrew Carmichael dated 13 February 2026, para. 23.

¹⁴ Exhibit ITIA-49. See also, WS1-AC, Witness Statement of Mr. Andrew Carmichael dated 13 February 2026, para. 26.

distinct accounts: (i) an account with the username “ [REDACTED] (“**Account 1**”) from 18 August 2024; (ii) an account with the username “ [REDACTED] (“**Account 2**”) from 28-29 August 2024; and (iii) an account with the username “ [REDACTED] (“**Account**”) from 27-29 August 2024.¹⁵

- The ITIA investigator believes that the same individual operated Account 1 and Account 2, because Mr. Pang’s conversation history with the former stops around the same time as it begins with the latter, and because the tone and flow of those conversations fitted this impression.¹⁶
- The ITIA investigator also believes that it was [REDACTED] who operated Account 1 and Account 2, for two main reasons. *First*, on 28 August 2024, Account 2 instructed Mr. Pang to use another Alipay account (“*Use this Alipay to transfer 2000 to that Alipay of mine*”, “[REDACTED] *this one*”, “*that is my own one*”).¹⁷ Screenshots from Mr. Pang’s telephone show that the Alipay account in question (*i.e.*, [REDACTED] displayed a profile picture of the moon, and was used for transactions involving payments to and from “[REDACTED]”¹⁸ *Second*, the Alipay account [REDACTED] corresponds to that associated with [REDACTED] in Mr. Lu’s iPhone (which partly shows the email address as [REDACTED]. This was confirmed by the ITIA’s investigator’s search on Alipay for the email address [REDACTED] which led him to find matching contact information (*i.e.* the account name “[REDACTED]” as well as an image of the moon as the account’s profile picture).¹⁹

56. The AHO notes that the above allegations and evidence are unrebutted by the Player.

57. Moreover, in his appeal against the Provisional Suspension, the AHO notes that Mr. Lu expressly accepted that exchanges and fund transfers occurred between himself and [REDACTED] (whilst denying that such fund transfers related to match fixing).²⁰

(ii) The identity of [REDACTED] and his relationship with the Player

58. The ITIA submits that the Player provided several conflicting explanations concerning the identity of [REDACTED] and the nature of their relationship.

59. Specifically, during a first interview on 26 February 2025 (“**Interview 1**”), Mr. Lu alleged that [REDACTED] was one of his students in China.²¹ Then, during an interview on 28 May 2025 (“**Interview 2**”), Mr. Lu indicated that [REDACTED] was “a friend” named [REDACTED] whom he knew in real life, with whom he bought stocks and funds in Bitcoin, and whom he had

¹⁵ WS1-AC, Witness Statement of Mr. Andrew Carmichael dated 13 February 2026, para. 33.

¹⁶ WS1-AC, Witness Statement of Mr. Andrew Carmichael dated 13 February 2026, para. 34.

¹⁷ Exhibit ITIA-47.

¹⁸ Exhibit ITIA-47.

¹⁹ WS1-AC, Witness Statement of Mr. Andrew Carmichael dated 13 February 2026, para. 37.

²⁰ Exhibit ITIA-6, p. 2.

²¹ Exhibit ITIA-27, p. 35.

met a long time ago when travelling in Thailand or Malaysia.²² The Player added that he did not know the surname of his “friend”.²³

60. In his appeal brief against the Provisional Suspension, the Player explicitly admitted having made false statements during the ITIA investigations and indicated that [REDACTED] was not a friend in real life, but that he had come to know him through an online gaming community.²⁴
61. The Player justified his false statements by his desire “to avoid criminal liability”, arguing that at the time of the ITIA’s investigation, he “*did not have a Chinese lawyer to verify whether the gaming activities between the Applicant and [REDACTED] might violate Chinese law*”.²⁵
62. According to the ITIA, the above justification is untenable since Mr. Lu was explicitly reminded, during both interviews, that he was permitted to speak with a lawyer at any point, including by way of telephone call. Yet, Mr. Lu expressly refused these offers.²⁶ The ITIA further argues that Mr. Lu could also have contacted a lawyer in the period between Interview 1 and Interview 2 if he had a genuine concern as to the legality of his alleged online gaming activities, but did not do so.²⁷ Finally, the ITIA considers Mr. Lu’s justification all the more implausible that, in his original explanation during Interview 2, he expressed no concern when stating that the transfers between him and [REDACTED] related to cryptocurrency investments, despite explicitly noting that “*Bitcoin is not allowed in China*”.²⁸
63. Based on the above evidence, the AHO finds that it is undisputed that the Player made false statements regarding the nature of his relationship with [REDACTED] during his two interrogations. The AHO is moreover *not* convinced by the Player’s *ex post facto* justifications set out in his appeal against the Provisional Suspension, as they are internally inconsistent with his other explanations provided during Interview 2. Specifically, there is no reason to believe that Mr. Lu would have felt comfortable disclosing allegedly prohibited cryptocurrency investments, but not his alleged online gaming activities.

(iii) The nature of the financial transactions between the Player and [REDACTED]

64. The ITIA submits that Mr. Lu was similarly untruthful on the nature of his financial transactions with [REDACTED]

²² Exhibit ITIA-30, p. 10.

²³ Exhibit ITIA-30, p. 10.

²⁴ Exhibit ITIA-6.

²⁵ Exhibit ITIA-6.

²⁶ Exhibit ITIA-27 and Exhibit ITIA-30.

²⁷ ITIA’s Brief dated 13 February 2026, para. 114.

²⁸ ITIA’s Brief dated 13 February 2026, para. 115; Exhibit ITIA-30, p. 11.

65. Specifically, in Interview 1, when asked about the Alipay transfers received from ██████ the Player explained: “*This is a fund I invest in. They were just distributing some payment to me. [...] That app is all... that app is also... is still on my phone. Like I have already forgotten what that stock or fund is about, but the app is still here.*”²⁹ Similarly, in Interview 2, the Player maintained that the payments received were related to “*funds and stocks and things from companies that are outside of China [...] mostly through ██████ because Bitcoin is not allowed in China*”.³⁰ Then, in his appeal brief against the Provisional Suspension, the Player again admitted to having lied to the ITIA investigators, stating that the fund transfers with ██████ “*were not for investment purposes*” but rather arose “*from the gaming activities between the two parties*”.³¹
66. Here too, the ITIA considers the Player’s explanations to be untenable, for two main reasons. First, Mr. Lu’s detailed justifications regarding large-amount conversions from gaming applications are entirely unevidenced. Second, the fact that the same account used by ██████ to make payments to Mr. Lu had also been used to make corrupt payments to Mr. Pang (who admitted to match fixing), allegedly leaves no doubt that the payments made to Mr. Lu were of the same nature.³²
67. Finally, the ITIA submits that there is reason to believe that Mr. Lu manually deleted certain transactions between him and ██████³³ This is so because the Alipay transaction record between Mr. Lu and ██████ from 1 June 2024 to 31 May 2025³⁴ (submitted by the Player with his appeal brief against the Provisional Suspension) contains four additional transactions that did not appear on the iPhone at the time of the visual inspection during Interview 2.³⁵
68. Absent contrary evidence from the Player, the AHO finds that it is more likely than not that the financial transactions between Mr. Lu and ██████ related to match fixing. Specifically, the AHO indeed finds it telling that the very same account was used by ██████ to make payments to the Player and to Mr. Pang, who has explicitly admitted to match fixing.

(iv) *The Player’s financial difficulties and propensity to gambling*

69. In addition to the above evidence, the ITIA describes and evidences the Player’s financial difficulties and propensity to gambling.³⁶

²⁹ Exhibit ITIA-27, p. 34.

³⁰ Exhibit ITIA-30, p. 11.

³¹ Exhibit ITIA-6.

³² ITIA’s Brief dated 13 February 2026, paras. 125-130.

³³ ITIA’s Brief dated 13 February 2026, para. 133.

³⁴ Exhibit ITIA-49.

³⁵ Exhibit ITIA-50.

³⁶ ITIA’s Brief dated 13 February 2026, paras. 136-153.

70. The AHO understands that the ITIA submits evidence in relation to the latter issues “*for the sake of completeness and context only*”.³⁷ Hence, the AHO takes note of this contextual material but shall not rely on it when determining whether the alleged Corruption Offenses have been proved and will therefore not accord it any material weight for that purpose.

B. The Corruption Offenses in relation to each specific Match

71. The AHO now addresses each of the alleged fixed matches, in the order in which they appear in the Notice.

(i) *Match 1: singles match (Pengyu Lu v. [REDACTED] on [REDACTED] December 2024 at the [REDACTED] Tournament in [REDACTED]*

72. Match 1 was a singles match between the Player and Mr. [REDACTED] that took place on [REDACTED] December 2024 at the [REDACTED] Tournament in [REDACTED]. Mr. [REDACTED] won the match [REDACTED].

73. The ITIA alleges that the Player’s involvement in fixing Match 1 constitutes a breach of Section D.1.d (“*No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome, or any other aspect, of any Event*”), D.1.b (“*No Covered Person shall, directly or indirectly, facilitate, encourage and/or promote Tennis Betting (“Facilitation”)*”), and D.1.f (“*No Covered Person shall, directly or indirectly, receive any money, benefit or Consideration on the basis of not giving their best efforts in any Event and/or negatively influencing another Player’s best efforts in any Event*”) of the 2024 TACP.

74. The ITIA relies on the following evidence to establish that it is more likely than not that the Player committed the above offenses:

- A “*FDS [Fraud Detection System] Match of Interest*” report of December 2024³⁹ and an “*IBIA [International Betting Integrity Association] Suspicious Betting Alert*”,⁴⁰ both flagging suspicious betting activity on Mr. Lu to lose the [REDACTED] set [REDACTED]
- The fact that the Player actually did lose the [REDACTED] set [REDACTED] including by making two double faults (which were the only two double faults served by the Player in the entire match);⁴¹

³⁷ ITIA’s Brief dated 13 February 2026, para. 135.

³⁸ Exhibit ITIA-23.

³⁹ Exhibit ITIA-32.

⁴⁰ Exhibit ITIA-33.

⁴¹ Exhibit ITIA-23.

- The Player's justification for his poor performance during the [REDACTED] set, namely: a knee pain caused by a pre-existing condition ([REDACTED]) which improved during the match following the administration of pain-relieving medication during a medical timeout;⁴² and
- The fact that, on the same day of Match 1 and on the following day (12 December 2024), the Player received two deposits of CNY 50,000 (approximately USD 7,000) and 12,500 (approximately USD 1,750) into his Alipay account from an account with the same "[REDACTED]"⁴³

75. Absent any contrary evidence or plausible explanations from the Player, the AHO is satisfied that the evidence adduced by the ITIA proves that it is more likely than not that the Player engaged in match fixing in relation to Match 1 and received money therefor. Specifically:

- The IBIA Suspicious Betting Alert, which describes the suspicious betting in detail, *inter alia* reports that a customer placed a live wager at the maximum allowed limits for Mr. Lu to lose the [REDACTED] set [REDACTED]
- The Player's very unequal performance between the [REDACTED] set and the two others is also highly suspicious – all the more so since Mr. Lu has failed to evidence that, on the day of Match 1, he was indeed suffering from [REDACTED] such that it could impact his sport;⁴⁴ and
- More significantly, the two Alipay transactions from [REDACTED] to the Player – on the very day of Match 1 and on the following day – strongly corroborate the above evidence. In this regard, the AHO notes that the existence of these transactions was admitted by the Player himself, in the context of his appeal against the Provisional Suspension.⁴⁵ Moreover, the AHO deems it highly unlikely that such transactions would relate to gaming activities, rather than match fixing (as alleged by the Player in his appeal against the Provisional Suspension), given that the payments made to Mr. Pang for match fixing were made by [REDACTED] from the very same account as that used to pay the Player.

76. Considering the above, the AHO is satisfied that the evidence adduced by the ITIA establishes that it is more likely than not that the Player attempted to contrive an aspect of Match 1, and that he received money therefor, in breach of Sections D.1.d and D.1.f of the 2024 TACP. In addition, the AHO finds that by contriving an aspect of Match 1, the

⁴² ITIA's Brief dated 13 February 2026, para. 72; Exhibit ITIA-27.

⁴³ ITIA's Brief dated 13 February 2026, para. 75.

⁴⁴ The AHO has reviewed the evidence submitted by the Player in his appeal against the Provisional Suspension (specifically, Exhibit ITIA-36) but deems it insufficient. In particular, the AHO cannot conclude on the basis of such evidence that the Player was indeed suffering from [REDACTED] (or any other medical condition) on the day of Match 1.

⁴⁵ Exhibit ITIA-49.

Player necessarily facilitated – and even encouraged – Tennis Betting, in breach of Section D.1.b of the 2024 TACP.

77. Consequently, breaches of Sections D.1.b, D.1.d and D.1.f of the 2024 TACP have been established in relation to Match 1.

(ii) **Match 2: singles match (Pengyu Lu v. [REDACTED] [REDACTED] on [REDACTED] December 2024 at the [REDACTED] [REDACTED] Tournament in [REDACTED]**

78. Match 2 was a singles match between the Player and Mr. [REDACTED] that took place on [REDACTED] December 2024 at the [REDACTED] [REDACTED] Tournament in [REDACTED]. Mr. [REDACTED] won [REDACTED] [REDACTED]

79. The ITIA alleges that the Player’s involvement in fixing Match 2 constitutes a breach of Section D.1.d (“No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome, or any other aspect, of any Event”), D.1.b (“No Covered Person shall, directly or indirectly, facilitate, encourage and/or promote Tennis Betting (“Facilitation”)”, and D.1.f (“No Covered Person shall, directly or indirectly, receive any money, benefit or Consideration on the basis of not giving their best efforts in any Event and/or negatively influencing another Player’s best efforts in any Event”) of the 2024 TACP.

80. The ITIA relies on the following evidence to establish that it is more likely than not that the Player committed the above offenses:

- A “Match Intelligence Summary” from Sportradar⁴⁷ and an “IBIA Suspicious Betting Alert”,⁴⁸ both flagging suspicious betting activity on Mr. Lu to lose the [REDACTED] set of this match [REDACTED]
- The fact that the Player actually lost the [REDACTED] set [REDACTED] including by serving three double-faults (which were the only double-faults made during the entire match);⁴⁹
- The fact that the Player’s manifest disparity in terms of performance between the [REDACTED] and the [REDACTED] set was confirmed in writing by the Chair Umpire, as follows:

“[REDACTED] played the same performance in both sets. He won the [REDACTED] set very easily and in a short amount of time. However, in the [REDACTED] set, he struggled to win because Pengyu showed a much different performance.

⁴⁶ Exhibit ITIA-24.

⁴⁷ Exhibit ITIA-26.

⁴⁸ Exhibit ITIA-25.

⁴⁹ Exhibit ITIA-24.

In the [REDACTED] set, Pengyu made a lot of simple mistakes. He generally hit the ball into the net. He lost many easy points in the [REDACTED] set.

The [REDACTED] set was the complete opposite of the [REDACTED] set. The rallies were much longer. Pengyu played a completely different game in the [REDACTED] set compared to the [REDACTED] set. Pengyu in the [REDACTED] set fought hard to win every point. However, it was not like that in the [REDACTED] set.”⁵⁰

- The Player’s different justifications for his poor performance during the [REDACTED] set, namely: his lack of training in the five to six days prior to the Match, due to rain;⁵¹ being unable to “figure out how to serve properly”;⁵² multiple disturbances by his opponent who was “calling timeouts” and “putting issues with the referees”;⁵³ and “quite a few turnovers, a lot of mistakes” and being unable to “hang on for a long time”.⁵⁴ The Player moreover argues that he played better in the [REDACTED] set because “there was much less disturbance from the opponent” in that set, and because he changed his strategy.⁵⁵
- The fact that, on the same day of Match 2 and then two days later ([REDACTED] December 2024), the Player received deposits of CNY 50,000 (approximately USD 7,000) and 10,000 (approximately USD 1,400) into his Alipay account, here again from the account named “[REDACTED]”⁵⁶

81. Absent any contrary evidence from the Player, the AHO is satisfied that the evidence adduced by the ITIA proves that it is more likely than not that the Player engaged in match fixing in relation to Match 2 and received money therefor. Specifically:

- The IBIA Suspicious Betting Alert reports several customers wagering “significantly above their usual wagering behaviour, with one of the customers in question never having wagered on tennis before, yet on this occasion wagering at more than 8x their usual stakes on this event and for this specific outcome [i.e. the Player losing the [REDACTED] set [REDACTED]. The report further comments that “with such sporting factors present, wagering would not only be expected to be observed across other one-sided [REDACTED] set scorelines, but also in [REDACTED] sets played during the match – betting that was not observed by this operator. As such, the wagering seen here can only be deemed suspicious from an integrity perspective”.⁵⁷ The AHO agrees with these remarks and agrees that the wagering observed is indeed suspicious.

⁵⁰ Exhibit ITIA-38.

⁵¹ Exhibit ITIA-27, p. 21.

⁵² Exhibit ITIA-27, p. 22.

⁵³ Exhibit ITIA-27, p. 22.

⁵⁴ Exhibit ITIA-27, p. 23.

⁵⁵ Exhibit ITIA-27, p. 22.

⁵⁶ ITIA’s Brief dated 13 February 2026, para. 75.

⁵⁷ Exhibit ITIA-25.

- The Sportradar “*Match Intelligence Summary*”, for its part, notes “*abnormally one-sided staking behaviour*” with respect to the [REDACTED] set, and explains that the “*irregular pre-match betting could not be explained by logical sporting factors such as recent form, ranking or surface history.*” The summary further notes that “*there was no evidence [...] that Pengyu LU was suffering from any kind of injury, with no Medical Timeout (MTO) taken at any stage of the match. Indeed, the notion of a possible injury as a contributing factor to betting patterns observed is dismissed further by Pengyu LU going on to complete the match, with the [REDACTED] set contested in a highly competitive manner*”.⁵⁸
- The AHO, again, agrees with the observations made above. Specifically, the AHO finds that no compelling evidence justifies the Player’s poor performance during the [REDACTED] set, in contrast with that during the [REDACTED] set.
- In fact, the Player has not even alleged that his medical condition (including [REDACTED] for instance) would justify his poor performance during the [REDACTED] set. Instead, the Player has raised a variety of reasons, including the other player’s behaviour during the [REDACTED] set. However, the AHO notes that no disturbance or other issue with the other player was reported by the Chair Umpire in his account of the match.⁵⁹ After noting that “*there were no spectators watching the match*”, “*there were no injuries during the match*”, and “*the court conditions were not very good due to the rain. We worked to fix the court during the changeovers [...]*”, the Chair Umpire reported: “*I mostly spoke with the players about the condition of the court*”,⁶⁰ without however flagging any disruption or complaint made from either player. Thus, the AHO finds that the Player’s statement that his weak performance during the [REDACTED] set would have been caused by the other player’s behaviour is unsupported by evidence.
- Likewise, the AHO finds that the allegation that the Player’s poor performance would be justified by his lack of training in the few days preceding the match is unconvincing. Given the Player’s professional level, and while a short break from training may be detrimental to some extent, it is indeed unlikely that spending a few days without playing tennis would affect his sport so drastically.
- Finally, the two Alipay transactions from [REDACTED] to the Player – on the very day of Match 2 and two days later – again show that it is more likely than not that the Player received money for fixing Match 2. This is so because, as stated above in relation to Match 1, the AHO deems it unlikely that these transactions (whose existence is admitted by the Player) would relate to gaming activities rather than match fixing.

⁵⁸ Exhibit ITIA-26.

⁵⁹ Exhibit ITIA-38.

⁶⁰ Exhibit ITIA-38.

82. Considering the above, the AHO is satisfied that the evidence adduced by the ITIA establishes that it is more likely than not that the Player attempted to contrive an aspect of Match 2, and that he received money therefor, in breach of Sections D.1.d and D.1.f of the 2024 TACP. In addition, the AHO finds that by contriving an aspect of Match 2, the Player necessarily facilitated – and even encouraged – Tennis Betting, in breach of Section D.1.b of the 2024 TACP.
83. Consequently, breaches of Sections D.1.b, D.1.d and D.1.f of the 2024 TACP have been established in relation to Match 2.
- (iii) *Match 3: singles match (Pengyu Lu v. ██████████ ██████████ on █████ April 2025 at ██████████ in ██████████*
84. Match 3 was a singles match between the Player and Mr. ██████████ that took place on ██████████ April 2025 at ██████████ in ██████████ Mr. ██████████ won the match ██████████
85. The ITIA alleges that the Player’s involvement in fixing Match 3 constitutes a breach of Section D.1.d (“*No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome, or any other aspect, of any Event*”), D.1.b (“*No Covered Person shall, directly or indirectly, facilitate, encourage and/or promote Tennis Betting (“Facilitation”)*”), D.1.f (“*No Covered Person shall, directly or indirectly, receive any money, benefit or Consideration on the basis of not giving their best efforts in any Event and/or negatively influencing another Player’s best efforts in any Event*”), F.2.b (“*All Covered Persons must cooperate fully with investigations conducted by the ITIA including giving evidence at hearings, if requested. [...] A Covered Person’s failure to comply with any Demand, preserve evidence related to any Corruption Offense or otherwise cooperate fully with investigations conducted by the ITIA, may result in an adverse factual inference against the Covered Person in any matter referred to an AHO.*”) and F.2.c (“*When a Covered Person becomes aware that the Covered Person has evidence related to any Corruption Offense, but in any event no later than when a Covered Person receives an ITIA request for an initial interview or otherwise becomes aware of any ITIA investigation involving any Covered Person, the Covered Person shall (i) preserve and not tamper with, damage, disable, destroy or otherwise alter any evidence (including any personal devices described in Section F.2.d.(i) or other information related to any Corruption Offense [...])*”) of the 2025 TACP.
86. The ITIA relies on the following evidence to establish that it is more likely than not that the Player committed the above offenses:

⁶¹ Exhibit ITIA-28

- An “Escalated Match Report” from Sportradar, flagging “*highly suspicious betting data*” on Mr. Lu to lose the [REDACTED] set [REDACTED]. According to the report, there was near exclusive betting confidence on this outcome, with “*99% of the attempted singles turnover in the [REDACTED] set – correct score*” marker [...] recorded for Pengyu LU to lose the [REDACTED] set by an exact [REDACTED] scoreline”;⁶³
- The fact that the Player actually lost the [REDACTED] set [REDACTED] including by serving three double-faults;⁶⁴
- The fact that the Tournament Supervisor for Match 3, Mr. [REDACTED] [REDACTED] reported by way of email dated 4 May 2025 that “*LU played very bad*”;⁶⁵
- The fact that the Player allegedly blamed his poor performance on the lack of warm-up exercises;⁶⁶ and
- The fact that, in response to a Demand issued by the ITIA on 27 May 2025 (one month after Match 3), the Player did not provide his iPhone but rather a Huawei phone allegedly belonging to his mother, which he claimed to have used following the alleged destruction of his iPhone by his father in an angry outburst.⁶⁷ According to the ITIA, the explanations advanced by the Player to justify his inability to provide his iPhone lack credibility, are unpersuasive and unsubstantiated. Specifically, the ITIA argues that the Player’s account is inconsistent, both with respect to the chronology of alleged events and the state of the iPhone itself,⁶⁸ which the Player alleges is still at his home but might have been thrown away, whilst stating that it had been broken in “*a lot of pieces*”, and that there were “*pieces everywhere*”, such that it was impossible to retrieve the sim card.⁶⁹

87. Having attentively reviewed the evidence adduced by the ITIA, the AHO is satisfied that – absent any contrary evidence from the Player – it is more likely than not that the Player destroyed evidence, namely, his iPhone and/or the contents thereof. Specifically:

- The AHO deplores the fact that the Player did not provide any evidence whatsoever (including testimonial evidence) to support his justifications. This is all the more regrettable since the ITIA investigator expressly asked the Player, during Interview 2, to provide photos of his iPhone (which the Player said he would do, on the same day) as well as a statement from his father detailing what had allegedly happened.⁷⁰

⁶² Exhibit ITIA-29.

⁶³ *Id.*

⁶⁴ Exhibit ITIA-24.

⁶⁵ Exhibit ITIA-40.

⁶⁶ Exhibit ITIA-30, p. 24.

⁶⁷ ITIA’s Brief dated 13 February 2026, para. 103.

⁶⁸ ITIA’s Brief dated 13 February 2026, para. 174-180.

⁶⁹ ITIA’s Brief dated 13 February 2026, para. 178-180.

⁷⁰ Exhibit ITIA-30, pp. 21-22.

- The AHO moreover agrees that Mr. Lu’s explanations during Interview 2 are internally inconsistent, such that they raise doubts on the Player’s credibility. To take one example only, the Player’s allegations that his iPhone is “*still at [his] home in China*” but that his “*dad might have thrown it away. [...] not sure if he has or not*” are hard to reconcile with his description of his iPhone “*broken into small pieces*”, “*a lot of pieces*”, “*with just pieces everywhere*”.⁷¹
 - In any event, leaving aside the coherence of the Player’s excuses, the AHO deems it implausible that the Player could not retrieve the sim card of his iPhone after it was broken – especially if it was broken indoors in a closed place.
88. Considering the above, the AHO is satisfied that it is more likely than not that the Player destroyed his mobile telephone – a personal device listed under Section F.2.d.i., which therefore qualifies as evidence under Section F.2.c of the 2025 TACP – thereby breaching Section F.2.c of the 2025 TACP.
89. In addition, by destroying evidence between Interview 1 and Interview 2, after having been specifically asked by the ITIA investigator not to “*destroy anything that could be related to this investigation and that would include deleting things from computers, from your phones [...]*”,⁷² the Player failed to fully cooperate with the ITIA investigation, in breach of Section F.2.b of the 2025 TACP.
90. Turning to Match 3, the AHO is also satisfied that, on balance, the evidence adduced by the ITIA – unrebutted by the Player – establishes that it is more likely than not that he engaged in match fixing in relation to Match 3. Specifically:
- Whilst the Tournament Supervisor did report that the Player “*played very bad*”, the AHO also notes that the referee told the Tournament Supervisor “*that after the match she saw LU completely destroyed after having played such a very bad match*”.⁷³ In the AHO’s view, the fact that the Player expressed disappointment after Match 3 suggests that he may not have intended to lose ■■■ sets ■■■ including the ■■■ one.
 - That said, no credible justification or evidence has been advanced by the Player to explain his poor performance during Match 3. The AHO further notes, in this respect, the Tournament Supervisor’s confirmation that “*no medical issues*” arose prior to or during the match.⁷⁴ Moreover, whilst playing without warming up “*might have affected the score*”, as alleged by the Player during Interview 2,⁷⁵ it is unlikely that

⁷¹ Exhibit ITIA30-, pp. 5-6.

⁷² Exhibit ITIA-27.

⁷³ Exhibit ITIA-40.

⁷⁴ Exhibit ITIA-40.

⁷⁵ Exhibit ITIA-30, p. 24.

this in itself would have allowed his opponent to win [REDACTED] sets [REDACTED] in no more than a total of [REDACTED] minutes.

- In any event, the fact remains that highly suspicious betting was made for the Player to lose the [REDACTED] set [REDACTED] and that the Player indeed lost the [REDACTED] set exactly as per the betting – just like he did in Match 1 and Match 2 – without any credible evidence being adduced from the Player to justify his poor performance.
 - Moreover, whilst there exists no direct record of payment made to the Player in relation specifically to Match 3, the AHO deems it more likely than not that he did receive money, benefits or consideration in return for contriving that match. This conclusion is supported by the consistent pattern of payments from [REDACTED] to the Player in close temporal proximity to Matches 1 and 2, both of which were fixed in the same manner (*i.e.* with the Player losing the [REDACTED] set [REDACTED] and by the similarly highly suspicious betting pattern on Match 3. In addition, the Player’s deliberate destruction of his iPhone, contrary to the clear instructions from the ITIA investigator to preserve all potentially relevant devices, entitles the AHO, under Section F.2.b of the 2025 TACP, to draw an adverse inference that the device would have contained incriminating material, including evidence of further corrupt payments relating to Match 3. Finally, there is no credible reason to believe that the Player would have agreed to contrive an aspect of Match 3 without receiving any money, benefit or consideration in return.
91. Considering the above, the AHO is satisfied that the circumstantial evidence adduced by the ITIA establishes that it is more likely than not that the Player contrived (or at least attempted to contrive) an aspect of Match 3, and that he received money, benefits or other consideration in return, in breach of Sections D.1.d and D.1.f of the 2025 TACP. In addition, the AHO finds that by contriving an aspect of Match 3, the Player necessarily facilitated – and even encouraged – Tennis Betting, in breach of Section D.1.b of the 2025 TACP.
92. Consequently, breaches of Sections D.1.b, D.1.d, D.1.f, F.2.b and F.2.c of the 2025 TACP have been established in relation to Match 3.

V. SANCTIONS

93. The ITIA submits that it is appropriate and in line with the ITIA Sanctioning Guidelines that the Player be ordered to serve a 6-year suspension from the sport of tennis and pay a fine of USD 25,000. Specifically, based on the ITIA Sanctioning Guidelines, the ITIA submits that the Player’s culpability “*sits between Categories A and B*”,⁷⁶ and that the impact of the Player’s conduct on the sport falls within Category 2.⁷⁷ Consequently,

⁷⁶ ITIA’s Brief dated 13 February 2026, para. 214.

⁷⁷ ITIA’s Brief dated 13 February 2026, para. 216.

“given the conduct sits between A2 and B2”, and taking account of several “aggravating factors”,⁷⁸ the ITIA argues that a period of 6 years of ineligibility is appropriate.

94. The Player, for his part, has denied committing the offenses listed in the Notice but did not specifically comment on the sanction set out in the Notice.⁷⁹
95. The AHO has attentively reviewed and considered the ITIA’s submissions and arguments in relation to the applicable sanction, without the need to reproduce the same in this Decision.
96. Moreover, while the AHO retains full discretion in relation to the sanctions to be imposed in accordance with Section H.6.d. of the 2025 TACP, he deems it appropriate to follow the different steps proposed by the ITIA Sanctioning Guidelines.
97. **Step 1** consists in determining the offense category, by assessing both the culpability of the Player as well as the impact of his offenses on the sport.
98. As regards firstly the Player’s culpability, the AHO notes that all 11 offenses with which the Player was charged have been established, in relation to 3 matches that occurred between December 2024 and April 2025. In the AHO’s view, this does not amount to “multiple offenses over a protracted period of time”, but rather to “several offenses” (placing the case within Category B – Medium Culpability).
99. Moreover, the Player’s offenses involved at least “some planning or premeditation” (falling under Category B). Regarding specifically match-fixing, the Player must indeed have been approached prior to each match and agreed in advance to contrive an aspect of the match. Regarding separately the destruction of evidence and failure to cooperate with ITIA investigations, it has been established that the Player arranged for his iPhone to be destroyed or made unavailable between Interview 1 and Interview 2, in order to eliminate compromising evidence and to hinder the ITIA’s ongoing investigations.
100. The AHO concludes that this places the Player in the “B – Medium culpability” category (rather than between categories A and B, as argued by the ITIA).
101. Turning to the impact of these offenses, it has been established that the Player has committed 11 TACP offenses, 8 of which “do not fall under Section D.1.a., D.1.b., D.1.q or D.2” of the TACP (thereby falling under Category 1).
102. Moreover, the AHO agrees with the ITIA that there is no doubt that these offenses *per se* have (at least) a “material impact on the reputation and/or integrity of the sport” (thereby falling under Category 2).

⁷⁸ ITIA’s Brief dated 13 February 2026, para. 221.

⁷⁹ Email from Mr. Lu ([REDACTED]) to the Case Secretariat dated 2 December 2025

103. Finally, it has been established that the Player received payments in connection with his match fixing. Based on the evidence relating to Match 1 and Match 2 alone, the AHO considers that the Player obtained at least a “*material gain*” (Category 2). However, taking account the probable further corrupt payments associated with Match 3, as described above, the AHO considers that the overall illicit gains could also reasonably be characterised as being of “*relatively high value*” (Category 1).
104. The AHO therefore concludes that the impact of the Player’s offenses sits between Category 1 and Category 2 (rather than under Category 2, as argued by the ITIA).
105. **Step 2** consists in determining the starting point to reach a sanction.
106. Pursuant to the ITIA Sanctioning Guidelines, the starting point for offenses falling within Category B-1 is a 10-year suspension, whereas the starting point for offenses falling within Category B-2 is a 3-year suspension.
107. Considering the above, and since there exist more “Category 2” elements than “Category 1”, the AHO finds that the appropriate starting point is a 5-year suspension.
108. With respect to the aggravating factors, the AHO notes that the Player has impeded or hindered the ITIA’s investigations and destroyed evidence.
109. Further, the Player has demonstrated contempt for the Hearing process and wasted the time of the ITIA and the AHO by requesting a Hearing then failing to participate in these proceedings, despite the AHO’s multiple invitations to that effect.
110. Consequently, the AHO decides that an increase to a period of ineligibility of 6 years is warranted.
111. Separately, Section H.1.a.(i) of the 2025 TACP allows for fines of up to USD 250,000, plus an amount equal to the value of any winnings or other amounts received by the Player. The ITIA Sanctioning Guidelines moreover provide guidance with respect to the appropriate amount of fine to be imposed, depending on the number of Major Offenses established.
112. In the present case, 11 offenses have been established. However, the ITIA argues that since these offenses “*pertain to three fixed matches as well as Mr. Lu’s non-cooperation with the ITIA investigation and destruction/non-production of his iPhone*”, it is “*appropriate to consider this as five offenses for the purposes of the Fines Table (which provides for a range of USD 0 to USD 25,000 where one to five Offenses are established)*”.⁸⁰

⁸⁰ ITIA’s Brief dated 13 February 2026, para. 222.

113. The AHO agrees with the ITIA's proposition and determines, within his discretionary powers, that the fine shall be set at USD 25,000.
114. The AHO accordingly issues the Orders set out below.

VI. ORDERS

115. Pengyu Lu is a Player and a Covered Person within the respective meaning of Sections B.28 and B.10 of the 2025 TACP.
116. The Covered Person is found to have committed Offenses under respectively Sections D.1.d, D.1.f and D.1.b of the 2024 TACP, and Sections D.1.d, D.1.f, D.1.b, F.2.b and F.2.c of the 2025 TACP. As a result of the breaches of the 2024 and 2025 TACP, the Covered Person is declared ineligible from Participation in any Sanctioned Event for a period of 6 years.
117. The ordered suspension is effective on the day of the Provisional Suspension, in accordance with Section F.3.e.ii of the 2025 TACP. The suspension shall therefore commence on 19 August 2025 and end on 19 August 2031.
118. A fine of USD 25,000 has also been imposed on the Covered Person, in accordance with Section H.1.a of the TACP. Such fine must be paid in full by the Player prior to applying for reinstatement, in accordance with Section J.1 of the 2025 TACP.
119. The present Decision is the full, final and complete determination of the matter and is binding on all Parties. The present Decision is however subject to a right of appeal to the Court of Arbitration for Sport (CAS) in accordance with Section I.1 of the 2025 TACP. The deadline for filing an appeal with CAS shall be twenty Business Days from the date of receipt of the Decision.
120. The present Decision shall in any event remain in effect while under appeal, unless CAS orders otherwise, in accordance with Section I.2 of the 2025 TACP.
121. The present Decision shall be publicly reported in full, in accordance with Section G.4.e of the 2025 TACP.

Paris, 28 April 2026

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

**Mr. Philippe Cavalieros
AHO**

ITIA-C-25-45 – Record of Correspondence with Pengyu Lu (Player) - Re Notice of Major Offense

Short description of the document / correspondence that was sent	The date and time the email was sent (London Time)	The email addresses the correspondence was sent to	The date and time of the respective 'delivery receipt' (London Time)
<p>Email sent from ITIA Case Management to the Player containing Notice of Major Offense and corresponding documents.</p>	<p>19 November 2025 01:12</p> <p>Noting the time this was sent, the notice was issued by an ITIA Case Manager located in Australia at the time of issuing the notice.</p>	<p>[REDACTED] (cc) [REDACTED] (cc) [REDACTED] (cc)</p>	<p>19 November 2025 01:12</p> <p>The Player also emailed ITIA Case Management from email address [REDACTED] on 2 December 2025, confirming receipt of the Notice of Major Offense and stating that the Player did not engage in the conduct alleged by the ITIA and requested an AHO determine the matter.</p>
<p>Email sent from ITIA Case Management to the Player confirming receipt of the Player's email and confirming the Player's case will be referred to an AHO.</p>	<p>2 December 2025 11:43</p>	<p>[REDACTED] (cc)</p>	<p>Email delivery confirmation was not requested.</p>

Short description of the document / correspondence that was sent	The date and time the email was sent (London Time)	The email addresses the correspondence was sent to	The date and time of the respective 'delivery receipt' (London Time)
<p>Email sent from [REDACTED] confirming appointment of AHO Cavalieros to determine the Player's matter and including correspondence from Richard McLaren.</p>	<p>5 December 2025 14:02</p>	<p>[REDACTED] (cc) [REDACTED] (cc) [REDACTED] (cc)</p>	<p>Unknown whether delivery receipt was requested or received as email was not sent from ITIA Case Management [REDACTED]</p>
<p>Email sent from AHO Cavalieros confirming receipt of Richard McLarens correspondence in relation to the Player's matter.</p>	<p>5 December 2025 14:54</p>	<p>[REDACTED] (cc) [REDACTED] (cc)</p>	<p>Unknown whether delivery receipt was requested or received as email was not sent from ITIA Case Management [REDACTED]</p>
<p>Email sent from ITIA Case Management confirming the appointment of AHO Cavalieros as the AHO and proposing the case management date and confirming that the ITIA will be represented by Hamid Gharavi.</p>	<p>8 December 2025 14:11</p>	<p>[REDACTED] (cc) [REDACTED] (cc)</p>	<p>Email delivery confirmation was not requested.</p>
<p>Email sent from counsel for the ITIA, Hamid Gharavi, confirming the ITIA's availability to attend a case management videoconference on 12 December 2025</p>	<p>9 December 2025 10:05</p>	<p>[REDACTED] (cc) [REDACTED] (cc) [REDACTED] (cc) [REDACTED] (cc)</p>	<p>Unknown whether delivery receipt was requested or received as email was not sent from ITIA Case Management [REDACTED]</p>

Short description of the document / correspondence that was sent	The date and time the email was sent (London Time)	The email addresses the correspondence was sent to	The date and time of the respective 'delivery receipt' (London Time)
Email sent from ITIA Case Management confirming that the procedural call will take place on 12 December 2025, inviting the Player to confirm his availability and inviting the Parties to submit a draft Procedural Order containing proposed procedural timetable.	10 December 2025 11:17	[REDACTED] [REDACTED] (cc) [REDACTED] (cc) [REDACTED] (cc)	Email delivery confirmation was not requested.
Email sent from counsel for the ITIA, Hamid Gharavi, providing the Parties with the proposed procedural order and timetable for the case management videoconference.	11 December 2025 16:59	[REDACTED] (cc) [REDACTED] (cc) [REDACTED] (cc)	Unknown whether delivery receipt was requested or received as email was not sent from ITIA Case Management [REDACTED]
Email sent from ITIA Case Management attaching the Procedural Order issued by AHO Cavalieros, which includes all key case dates and a link to the audio recorded of the procedural call.	16 December 2025 15:22	[REDACTED] [REDACTED] (cc) [REDACTED] (cc)	Email delivery confirmation was not requested.
Email sent from counsel for the ITIA, Hamid Gharavi, filing the ITIA's brief in accordance with Procedural Order No.1.	13 February 2026 14:01	[REDACTED] (cc) [REDACTED] (cc) [REDACTED] (cc) [REDACTED] (cc)	Unknown whether delivery receipt was requested or received as email was not sent from ITIA Case Management [REDACTED].

Short description of the document / correspondence that was sent	The date and time the email was sent (London Time)	The email addresses the correspondence was sent to	The date and time of the respective 'delivery receipt' (London Time)
Email from ITIA Case Management acknowledging receipt of the ITIA's brief and confirming the brief and relevant documents had been forwarded to AHO Cavalieros.	13 February 2026 16:09	[REDACTED] [REDACTED] (cc) [REDACTED] (cc)	Email delivery confirmation was not requested.
Email from ITIA Case Management re-sending the procedural Order No.1 and ITIA brief to the Player.	17 February 2026 11:55	[REDACTED] (cc)	17 February 2026 11:55
Email from ITIA Case Management to Parties confirming the Player did not file any submission by the deadline of 27 March 2026 and providing the Player the opportunity to request an extension until 2 April 2026 if justification can be provided.	30 March 2026 10:40	[REDACTED] (cc) [REDACTED] (cc) [REDACTED] (cc)	30 March 2026 10:40
Email from Counsel for the ITIA to ITIA Case Management confirming the ITIA will not file a reply or any further update.	4 April 2026 03:49	[REDACTED] (cc) [REDACTED] (cc) [REDACTED] (cc) [REDACTED] (cc)	Unknown whether delivery receipt was requested or received as email was not sent from ITIA Case Management [REDACTED]

Short description of the document / correspondence that was sent	The date and time the email was sent (London Time)	The email addresses the correspondence was sent to	The date and time of the respective 'delivery receipt' (London Time)
Email from Case Management to Counsel for the ITIA acknowledging receipt of the ITIA's correspondence and confirming such correspondence had been forwarded to AHO Cavalieros.	7 April 2026 10:11	[REDACTED] [REDACTED] [REDACTED] (cc) [REDACTED] (cc)	Email delivery confirmation was not requested.
Email from Case Management to the Parties forwarding AHO Cavalieros' correspondence confirming Hearing not necessary and any questions will be addressed in writing.	7 April 2026 11:24	[REDACTED] [REDACTED] [REDACTED] (cc) [REDACTED] (cc)	7 April 2026 11:24